

**FINAL**  
**CITY COUNCIL**  
  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. April 7, 2009

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on March 24, 2009

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
Reese and Braeden Day  
Environmental Education Week  
Fair Housing Month  
National Student-Athlete Day
- Awards:  
Spanish Translators for Home Town Meeting
- Service Awards:  
James Kilpatrick, Jr.  
Randy Sparkman  
Herbert Shaner

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Trisha Epps-Pit Bull Ban and other options.

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**COUNCIL BUSINESS**

**II. UNFINISHED COUNCIL BUSINESS**

1. Repair or Removal of Dangerous and Unsafe Structure. (District I)

<u>Address</u>	<u>Council District</u>
1325 North Lorraine	I

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes and specials are paid as of April 7, 2009, (2) the structure is maintained secure as of April 7, 2009 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of April 7, 2009, and is so maintained during renovation.

**III. NEW COUNCIL BUSINESS**

1. Memorandum of Understanding between City of Wichita and Wichita Festivals, Inc., for 2009 River Festival.

RECOMMENDED ACTION: Approve the Memorandum of Understanding (MOU) between the City of Wichita (CITY) and Wichita Festivals, Inc., (WFI) and approve funding from Convention and Tourism Fund for the 2009 Wichita River Festival and necessary budget adjustments.

2. Snack Contract for Summer of Discovery Program. (Districts I, II, IV, V and VI)

RECOMMENDED ACTION: Approve the selection of Via Christi Regional Medical Center and authorize the necessary signatures.

3. Wichita Animal Care Campus, City and Humane Society.

RECOMMENDED ACTION: Approve the naming of the animal care campus and dog parks.

4. Service Area Acquisition - Rural Water District No. 1 of Sedgwick County. (District II)

RECOMMENDED ACTION: Approve the Agreement for acquisition of RWD No. 1 service territory, adopt the Resolution and authorize the necessary signatures.

5. Wichita Street Improvement, between Murdock and 8th Street. (District VI)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

6. Sanitary Sewer to serve an area bounded by Harry, Sabin, Walker and Anna Streets. (District IV)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

7. Emergency Water Supply Contract - Maize, Kansas. (District V)

RECOMMENDED ACTION: Approve the Emergency Water Supply Contract with Maize and authorize the necessary signatures.

8. 47<sup>th</sup> Street South Improvement, between, Broadway and Lulu. (Districts III and IV)

RECOMMENDED ACTION: Approve the Project to acquire right-of-way; approve the agreements; place the ordinance on first reading; and authorize the signing of State/Federal Agreements as required.

9. 37th Street North Improvement, Maize to Tyler. (District V)

RECOMMENDED ACTION: Approve the Project, approve the Agreements, place the Amending Ordinance on first reading and authorize the necessary signatures.

(9:30 a.m. or soon thereafter)

10. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

<u>Property Address</u>	<u>Council District</u>
a. 512 North Indiana	I
b. 1036 North Minnesota	I
c. 1522 North Madison	I
d. 1817 North Spruce	I
e. 1215 North Grove	I
f. 4953 East Morris	III

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of April 7, 2009; (2) the structures have been secured as of April 7, 2009 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of April 7, 2009, and will be so maintained during renovation.

11. Local Matching Funds for Wichita Area Metropolitan Planning Organization to accelerate completion of the Metropolitan Transportation Plan 2035.

RECOMMENDED ACTION: Contribute \$25,000 for local matching funds to the Wichita Area Metropolitan Planning Organization.

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## **COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

### **PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

#### **IV. NON-CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 3)**

1. DR2008-06: South Central Neighborhood Land Use Plan. (Districts I and III)

RECOMMENDED ACTION: Adopt the South Central Neighborhood Land Use Plan, February 2009, as an amendment to the South Central Neighborhood Plan, May 2006, an element of The Wichita-Sedgwick County Comprehensive Plan and approve first reading of the Ordinance. Instruct the City Clerk to schedule the Ordinance for second reading and publication in the official City newspaper.

2. ZON2008-00068 and CUP2008-00046 zone change from SF-5 (Single-family Residential ("SF-5")) to LC Limited Commercial ("LC") and create Commercial Community Unit Plan CUP DP-318. Generally located on the north side of Kellogg Street and east of Maize Road. (District V)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the zone change, subject to the recommended provisions Community Unit Plan DP-318 and subject to the condition of platting within one (1) year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; OR 2) Return the application to the MAPC for reconsideration. *(An override of the Planning Commission's recommendation requires a 2/3 majority vote of the membership of the governing body on the first hearing.)*

3. CON2009-00003 – Amendment to Conditional Use CU-425, as amended, to permit an increase in the height of fill on a construction and demolition landfill on property generally located west of K-15 Highway and south of 31st Street South. (District III)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC, and approve the amendment to Condition H as recommended, with all other conditions of approval remaining in effect, with a simple majority vote; OR 2) Deny the amendment to the Conditional Use request by making alternative findings, and override the MAPC's recommendation (it requires a two-third majority vote to override the MAPC's recommendation); OR 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required). *(An override of the Planning Commission's recommendation requires a 2/3 majority vote of the membership of the governing body on the first hearing.)*



## **V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 5)**

1. \*ZON2009-00005 and CON2009-00004 – City zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential with a Conditional Use (CON2009-04) for multiple two-family residences on one lot, generally located north of W. Central Avenue and east of North Mount Carmel Avenue, 2929 West Elm. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change to TF-3 Two-family Residential (“TF-3”) and Conditional Use; withhold the publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.  
*(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)*

2. \*SUB 2008-90-Plat of Hiller Addition located north of Central and west of Hydraulic. (District I)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

3. \*SUB 2009-03 - Plat of North Greenwich Addition located north of 29th Street North and on the east side of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.

4. \*VAC2009-00002 Request to vacate a drainage easement dedicated by separate instrument generally located south of 63rd Street South and west of Hydraulic Avenue. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

5. \*VAC2009-03 - Request to vacate multiple platted easements and a portion of platted complete access control; generally located north of Kellogg Street/US-54, on the east side of 167th Street West. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

## **VI. NON-CONSENT HOUSING AGENDA**

None

**VII. CONSENT HOUSING AGENDA (ITEMS 1 AND 2)**

1. \*Revisions of the 2007 and 2008 Capital Fund Grants.

RECOMMENDED ACTION: Approve the revisions to the 2007 and 2008 Capital Fund Grant Budgets.

2. \*2009 Capital Fund Stimulus Grant.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures for submission of the 2009 Capital Fund Stimulus Grant Annual Statement.

**AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**VIII. NON-CONSENT AIRPORT AGENDA**

None

**IX. CONSENT AIRPORT AGENDA**

1. \*License Agreement for Exterior Conduits and Duct Banks - Level 3 Communications, LLC.

RECOMMENDED ACTION: Approve the License Agreement and authorize necessary signatures.

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**COUNCIL AGENDA**

**X. COUNCIL MEMBER AGENDA**

1. Travel Approval for Council Member Paul Gray to attend the ICSC Conference, May 17-21, 2009, Las Vegas, NV.

RECOMMENDED ACTION: Approve travel expenditure.

**XI. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

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**XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)**

1. Report of Board of Bids and Contracts dated April 6, 2009.
  - a. Report of Board of Bids (See Attached)

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

Special Event

Joseph E. Schlimm	Wichita River Festival - The Bar's Open North McLean Blvd between
Douglas and West 1st Street	May 8, 9, 10, 2009
Joseph E. Schlimm	Wichita River Festival - The Bar's Open 225 West Douglas - Food Court
Area	May 8,9,10, 2009
Joseph E. Schlimm	Wichita River Festival - The Bar's Open 225 West Douglas - Food Court
Area	May 11, 12, 13, 2009
Joseph E. Schlimm	Wichita River Festival – The Bar's Open 225 West Douglas – Food
Court Area	May 14, 15, 16, 2009

New

Hisham Mubaidin	<u>2009</u>	<u>(Consumption off Premises)</u>
Mark Branham	Wichita Petroleum Inc.	7101 East Lincoln
	QuikTrip #316	14411 E Kellogg Drive

Renewal

David Lee	<u>2009</u>	<u>(Consumption on Premises)</u>
Lan Thy Ta	Taiwan Chinese Restaurant*	2140 West 21 Street
	Kim Huong Restaurant*	1015 N Broadway

Renewal

Thuan T Ngo	<u>2009</u>	<u>(Consumption off Premises)</u>
	CT-Happy Store	2199 North Woodlawn

\* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:
  - a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
  - a. Water Distribution System in the Broad Street Addition, south of MacArthur, west of West Street.  
(District IV)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Rumble in Delano Car Show, May 30, 2009, 4:00 pm – 10:00 pm. (Districts IV and VI)

RECOMMENDED ACTION: Approve the request subject to: 1) hiring off-duty certified law enforcement officers as required; 2) obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and 3) Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Renewal of SRS Purchase of Service Agreement.
- b. Contract for Wichita Intervention Program Guard Services.
- c. Contract for Wichita Intervention Program Facility.
- d. Aquifer Storage and Recovery Phase II - Process Control and Supervisory Control and Data Acquisition - Supplemental Agreement.
- e. Aquifer Storage and Recovery Phase II – Recharge Wells -Supplemental Agreement.
- f. Installation of Railroad Signals on Kay Street between St. Paul and Catherine. (District IV)
- g. Installation of Railroad Signals on Oliver, between K-96 and 37th Street North. (District I)
- h. Staking in Wood North and Greenwich Business Center Additions, south of 29th Street North, west of 127th Street East. (District II)- Supplemental.
- i. ~~Aquifer Storage and Recovery Phase II Surface Water Intake and Treatment Plant Design-Build Contract.~~  
**(PULLED PER CITY MANAGER)**

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreement:

- a. Stonebridge Commercial Addition, south of 37th Street North, east of Maize. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Property Acquisition:

- a. Acquisition of Sewer Easement in the 200 Block of South 143rd for the Crestview Country Club Interceptor, Phase II. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions.

Wichita Public Library, February 17, 2009  
Wichita Historic Preservation Board, February 9, 2009  
District IV Advisory Board, January 7, 2008  
District IV Advisory Board, February 4, 2009  
Board of Electrical Appeals, January 13, 2009

RECOMMENDED ACTION: Receive and file.

10. Senior Management Report, January 2009.

RECOMMENDED ACTION: Receive and file.

11. Approval of funding for Visioneering Wichita.

RECOMMENDED ACTION: Approve funding in the amount of \$50,000 per year for years 2009 and 2010.

12. Contract Metropolitan Transportation Plan 2035 Modeling.

RECOMMENDED ACTION: Approve the selection of Alliance Transportation Group, Inc. to complete the MTP 2035 modeling, and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

13. Westar Street Lights along Topeka, from Dewey to Waterman. (District I)

RECOMMENDED ACTION: Approve the payment to Westar Energy in the amount of \$15,600.

14. Second Reading Ordinances: (First Read March 24, 2009)

a. List of Ordinances (See attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

\*\*\*Workshop to follow\*\*\*

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structure  
1325 N. Lorraine (District I)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Unfinished Business

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**Recommendations:** Take appropriate action based on testimony received during the review hearing.

**Background:** On July 15, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the property at 1325 N. Lorraine. The Council adopted a resolution providing for a public hearing to be held on the condemnation action at 9:30 a.m., or as soon thereafter, on September 9, 2008.

Mr. Lewis Bush appeared at the September 9, 2008, City Council hearing as the owner representative for the property at 1325 N. Lorraine. Mr. Bush stated that he was in the process of getting bids for completion of required repairs, and that he had been making monthly installment payments on the delinquent property taxes. Council Member Williams recommended allowing an additional 30 days from September 9, 2008 for payment of all delinquent property taxes, and an additional 60 days from September 9, 2008 for completion of required repairs; if delinquent property taxes were not paid or repairs were not completed, staff was to proceed with demolition and removal of the structure. City Council passed a motion to allow the additional time, as recommended by Council Member Williams.

On October 21, 2008, Central Inspection staff researched property tax information and re-inspected the property, noting the delinquent property taxes had not been paid, no building permits had been applied for, no estimates/bids for repair work had been submitted, and no significant repair work had been completed. However, as of October 21, 2008, the property premise was clean and mowed.

On October 30, 2008, Council Member Williams contacted staff and requested that Mr. Bush be granted additional time to pay delinquent taxes and complete substantial repair work on the property. An additional 90 day extension was subsequently granted.

On February 4, 2009, Central Inspection staff contacted Council Member Williams regarding the property, informing her that delinquent property taxes had not been paid and no significant repair work had been initiated. It was agreed to allow Mr. Bush a brief extension, until February 17, 2009, to provide a contractor bid for repair of the south wall. On February 6, 2009, Mr. Bush provided some bid documentation, but also indicated he did not have funds needed to fix the house, and was unsure if the house was worth repairing. To assist him in making a final decision, Mr. Bush was asked to obtain similar types of contractor bids for the roof, windows, and brick siding repairs by February 27, 2009.

As of March 23, 2009, Mr. Lewis Bush had not provided any additional contractor bids. The delinquent property taxes had not been paid, and Mr. Bush had not notified Central Inspection staff regarding his intentions for the property.

On March 23, 2009, Central Inspection staff contacted Sedgwick County regarding the delinquent property taxes. Only two property tax payments had been received, one on July 2, 2008 and another on July 23, 2008. These payments were applied to the 2004 delinquent property taxes.

**Analysis:** Staff inspected the property on March 17, 2009. No repairs had been made, although the house was secure. There was some minor bulky waste and scattered debris on the premises.

The 2005, 2006 and 2007 taxes are delinquent in the amount of \$811.60, which includes interest. The 2008 taxes are due in the amount of \$196.81.

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The owner and owner's representative has been informed of the date and time of the hearing.

**Recommendations/Actions:** It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes and specials are paid as of April 7, 2009, (2) the structure is maintained secure as of April 7, 2009 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of April 7, 2009, and is so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

**Attachments:** None

**City of Wichita**  
**City Council Meeting**  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** Memorandum of Understanding between City of Wichita and Wichita Festivals, Inc., for 2009 River Festival  
(All Districts)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** New Business

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**Recommendation:** Approve the Memorandum of Understanding (MOU) between the City of Wichita (CITY) and Wichita Festivals, Inc., (WFI) and approve funding from Convention and Tourism Fund for the 2009 Wichita River Festival and necessary budget adjustments.

**Background:** On December 16, 2008, City Council repealed Chapter 3.14 of the ordinances of the City of Wichita relating to River Festivals. The new ordinance imposes general uniform requirements and conditions on special events conducted within the CITY. A MOU with WFI, to maintain levels of previous economic support, became necessary as a result of this new ordinance.

**Analysis:** The CITY is committed to continued collaboration with WFI to annually produce the River Festival. It is the wish of the CITY to continue its support at the same level as previous years. To ensure the terms and conditions of the community event ordinance do not negatively impact or cause WFI to incur additional expenses, the CITY and WFI have drafted a MOU that clearly delineates the rights and obligations of each party and defines their respective roles for the Wichita River Festival.

The MOU addresses sponsorship and in-kind services to be provided by the CITY and reporting responsibilities of WFI within 90 days upon completion of the event as well as security during the event. The term of this MOU is for a period of one year with a one year automatic extension unless either party gives written notice, no less than 60 days prior to the one year anniversary of the agreement.

**Financial Consideration:** CITY sponsorship of \$40,000 will be taken from the Convention and Tourism fund. The CITY also agrees to meet the commitment of \$50,000 for in-kind services to WFI which is a level similar to the previous year.

**Goal Impact:** This project impacts the Quality of Life by ensuring citizens the continuation of the annual Wichita River Festival which serves approximately 300,000 citizens and has significant economic impact on the Wichita community.



**Legal Considerations:** The MOU has been reviewed and approved to form by Legal.

**Recommendation/Action:** Approve the Memorandum of Understanding (MOU) between the City of Wichita (CITY) and Wichita Festivals, Inc., (WFI) and approve funding from Convention and Tourism Fund for the 2009 Wichita River Festival and necessary budget adjustments.

**Attachment:** MOU with WFI for 2009 Wichita River Festival.

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into this \_\_\_\_ day of March, 2009 between Wichita Festivals, Inc., 1820 E. Douglas, Wichita, Kansas 67214, a non-for-profit 501(c) (3) corporation existing under the laws of the State of Kansas (“WFI” ) and the City of Wichita, Kansas (the “City”) to memorialize the agreement of the parties concerning their ongoing relationship for the purpose of conducting the Wichita River Festival.

### **Recitals**

WHEREAS, since 1972, WFI has organized, promoted and conducted the Wichita River Festival as a unique annual event and community celebration;

WHEREAS, since at least sometime prior to 1998, pursuant to Wichita City Ordinance No. 39-119, codified at Chapter 3.14 of the Code of the City of Wichita, the City has specifically authorized and permitted WFI to conduct the Wichita River Festival under the terms and conditions, and with the support and cooperation of the City, as set forth in Chapter 3.14 of the Code of the City of Wichita;

WHEREAS, on December 9, 2008, the City amended Chapter 3.11 of the Code of the City of Wichita relating to community events, (the “Special Event Ordinance”) in order to impose general uniform requirements and conditions on special events conducted within the City of Wichita, and rescinded Wichita City Ordinance No. 39-119, codified at Chapter 3.14 of the Code of the City of Wichita which was specifically applicable to WFI and the Wichita River Festival;

WHEREAS, it is the intent of the City of Wichita and Wichita Festivals, Inc. to work in cooperation and partnership with the each other to annually produce the Wichita River Festival; and

WHEREAS, the City of Wichita seeks to continue its’ support of the Wichita River Festival at the same level as in previous year, to ensure that the requirements and conditions of the Special Event Ordinance do not cause WFI to incur additional expense or suffer economic detriment, WFI and the City enter into this MOU that delineates the respective rights and obligations of the parties and defines their relationship for the Wichita River Festival.

### **Agreement**

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, WFI and the City agree as follows:

#### **1. RELATIONSHIP BETWEEN THE PARTIES**

The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

## 2. EXCLUSIVITY

Except for WFI's use of Century II indoor facilities, which shall be the subject of a separate agreement, WFI shall have exclusive operational and vending control over and within the geographic area and locations at which the Wichita River Festival will be conducted, as such geographic area and locations are defined in the event application and permits relating thereto (the "Wichita River Festival Event Area"). The City shall not (a) authorize or permit any other person or entity to conduct any other special event, or (b) grant any other person or entity a transient merchant license to conduct any type of business, within the Wichita River Festival Event Area during the time period of the Wichita River Festival Event, which is conducted during the month of May beginning the Friday immediately prior to Mother's Day and ending 8 days later on the Saturday that immediately follows Mother's Day, without WFI's prior approval. Businesses located within the Wichita River Festival Event Area shall be allowed access to and from their establishments and are allowed the use of sidewalk areas and doorways immediately adjacent to such businesses.

## 3. SECURITY FOR THE WICHITA RIVER FESTIVAL

WFI shall be responsible, according to Section 3.11.060 of the Code of the City of Wichita, to pay the police staffing costs for event specific assignments within the Wichita River Festival. All security and police staffing, as may be required, is to be provided by certified law enforcement officers or other licensed and certified private security personnel.

WFI will contract with Wichita Police Department officers to fill the required security positions, as required by the Chief of Police, through the WPD special operations/special events coordinator. WFI will pay Wichita Police Department officers at the special event rate of \$30 per hour or an amount agreed upon between WFI and the individual officer. In the event sufficient numbers of Wichita Police Department officers do not sign up to fill the required positions, security staffing may be obtained by employing licensed and certified private security personnel and certified law enforcement from other jurisdictions, as approved by the City through the Wichita Police Department. Officers hired by WFI shall be the employees of WFI and any employee benefits shall be the responsibility of WFI. To the extent required by law, Wichita Police Department Officers shall be entitled to workers compensation coverage provided by the City of Wichita.

The Wichita Police Department will provide a security coordinator for WFI, at the City's expense. The security coordinator will serve as a liaison between the Wichita Police Department and WFI and be responsible for the following: 1) Sign up in advance of the event by WPD officers; 2) Officer assignments during the event; and 3) monitoring check-in, check-out and tracking of hours worked by the WPD officers.

The City of Wichita agrees to pay for extraordinary police services which exceed the requirements set forth above and are deemed necessary by the Chief of Police. Such services include, but are not limited to: mounted patrol officers, bomb squad, SCAT and SWAT officers and officers required for the operation of the command center.

#### 4. CITY IN KIND SERVICES FOR THE WICHITA RIVER FESTIVAL

The City agrees to provide in kind services to WFI in an amount not to exceed \$50,000.00 annually (the "City In Kind Contribution"). Such in kind services are those additional services and items required specifically for the Wichita River Festival, and which the City would not provide in the absence of the Wichita River Festival. Such in kind services include, but are not limited to: additional street sweeping, additional trash removal, barricading and the removal of such barricades for streets and public parking lots for various events, constructing the West Bank Stage Road, use of the portable stage, use of food court tables, use of City bleachers, use of certain Century II facilities, space and parking, and other similar services that the City has provided to WFI for past festivals.

A meeting shall be held between representatives of WFI and the City departments impacted by the Wichita River Festival, to outline the in kind services requested by WFI and those deemed necessary by the City in preparation and execution of the Wichita River Festival. The City shall determine the value of the City In Kind Contribution by utilizing the salary costs associated with City staff, equipment costs, the rental value of items such as the stage, tables and barricades and any additional actual costs incurred by the City.

WFI may request the City to provide additional levels of cash sponsorship, and/or in kind services in excess of the amount of the City's In Kind Contribution and/or cash sponsorship set forth in this MOU. Any requests for such additional services must be made no later than thirty days in advance of the festival event for which such services are requested. Such requests shall be made to the Manager of Arts & Cultural Services, and must be approved by the City Manager and/or the City Council depending upon the amount of any such request.

#### 5. CITY SPONSORSHIP

In addition to the in kind services outlined in section 4 above, the City of Wichita will provide WFI with \$40,000 in cash sponsorship for the Wichita River Festival. In exchange, WFI shall include the City of Wichita as a sponsor of the event, providing the City with sponsor promotion, recognition and all other benefits as are described in more detail on the attached Schedule A; sponsorship benefits to be provided for the total in kind and cash contributions made by the City for the event.

#### 6. REPORTS & ACCOUNTING

Within 90 days after the completion of the Wichita River Festival Event, the City shall provide WFI with a report and accounting that sets forth and itemizes the City's determination of the value of the City In Kind Contribution as described in Section 4 above. The parties agree that they will cooperate with each to provide information and

documents that either party may request with regard to the parties' obligations under Sections 3 and 4 above.

## 7. APPLICATION PROCESS

For the 2009 Wichita River Festival, the City agrees to accept the format and details provided in the Wichita River Festival's Report to the City for prior Wichita River Festival's as being sufficient for compliance with the application process contained in the Special Event Ordinance. All applicable licenses required by the City must be completed and submitted with the special event application. WFI shall be responsible for payment of the multiple day community event permit fee, \$1,000.00 as set forth by City Resolution 08-538. All proposed activities must be submitted by WFI for approval by the City of Wichita, no later than thirty days prior to the event.

## 8. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

WFI and the City agree that they have a joint obligation to comply with the Americans with Disabilities Act. (ADA). WFI and the City agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals. WFI will ensure, to the full extent required by the ADA, that qualified individuals with disabilities receive equitable access to the programs and activities provided by WFI.

## 9. INDEMNIFICATION

The parties agree to indemnify and hold harmless the other party, its governing board, officers, agents, and employees against any and all claims, damage, liability, injury expense, demands, causes of actions, judgments including court costs and attorney's fees arising out of or resulting from the negligence or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of parties and their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages under the law of the state of Kansas. Provided, however, that such indemnification shall not be required to the extent that the City has a defense against or limitation of its liability under the Kansas Tort Claims Act.

The parties agree this provision shall survive the termination of this MOU.

## 10. GOVERNING LAW

The parties agree that the law of the state of Kansas shall govern this MOU, and that any suit or cause of action by either party against the other shall be filed in the Eighteenth Judicial District of the State of Kansas.

## 11. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

## 12. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations or interest in it.

## 13. TERM

The term of this MOU will be for one (1) year from the date of the parties' execution, with a one year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended. Such notice shall be given as provided for by Section 13 below.

## 14. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

City:

Carl Brewer, Mayor, City of Wichita  
455 N. Main, 13<sup>th</sup> Floor  
Wichita, Kansas 67202

WFI:

Ms. Janet Wright, CEO  
1820 E. Douglas  
Wichita, Kansas 67214

## 15. SEVERABILITY

If any term, provision, covenant or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

Wichita Festivals Inc,

City of Wichita

By: \_\_\_\_\_

By: \_\_\_\_\_

Chief Operating Officer

Mayor, City of Wichita

Date: \_\_\_\_\_

Date: \_\_\_\_\_



City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** Snack Contract for Summer of Discovery Program (Districts I, II, IV, V & VI)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

---

**Recommendation:** Approve the contract.

**Background:** Summer of Discovery (SOD) is a weekly summer camp program offered for children ages 6-13. Camp is conducted at seven of the Recreation Centers and provides weekly summer activities for approximately 500-550 campers during the 10-week program. Camp hours are from 7:00 a.m. to 6:00 p.m. In order to meet the required KDHE nutritional guidelines, it is necessary that the program offer each participant two snacks per day.

**Analysis:** A request for proposal (FP930005) to provide snacks for the Summer of Discovery program was issued earlier this year. Via Christi Regional Medical Center was the only organization that submitted a proposal. A staff screening selection committee completed a financial analysis of the proposal and found that it is a fair and reasonable proposal. Individual snack prices were increased four cents per snack. The proposal submitted by Via Christi meets the RFP criteria in terms of qualifications, experience, references and pricing of snacks.

**Financial Considerations:** If camp registration meets the maximum capacity of 510 campers per week times 10 weeks, approximately 51,000 snacks will be needed to meet programming nutritional needs. Total cost to the City for the snack contract would be \$33,150.

**Goal Impact:** Quality of life is impacted as the Park Department meets nutritional guidelines set forth by the Kansas Department of Health and Environment. Children participating in the program enjoy the program more by having proper nutrition during programming hours.

**Legal Considerations:** The Law Department has reviewed and approved the contract as to form. The contract will be for one year with annual renewal options for an additional two years.

**Recommendations/Actions:** It is recommended that the City Council: 1.) Approve the selection of Via Christi Regional Medical Center; and 2.) Authorize necessary signatures.

**Attachments:** Copy of the contract.





**A G R E E M E N T**  
**between**  
**City of Wichita, Wichita, Kansas**  
**and**  
**Via Christi St. Joseph Regional Medical Center**

**THIS AGREEMENT** made and entered into this 7th day of April, 2009, by and between the City of Wichita, Wichita, Kansas, for the Department of Park and Recreation as the Party of the First Part; hereinafter referred to as the **“Park Department”** and Via Christi St. Joseph Regional Medical Center, Nutrition Services, as the Party of the Second Part; hereinafter referred to as **“Contractor”**.

**WITNESSETH:**

Whereas, the Park Department desires to provide snacks for participants of the Summer of Discovery program as described, and in accordance with Exhibit “A”, which is attached hereto and incorporated herein by reference; and

Whereas, Contractor desires to provide said snacks as described, and in accordance with Exhibit “A”, which is attached hereto and incorporated herein by reference;

Now, therefore, the parties hereto agree as follows:

**SCOPE OF SERVICES AND CONDITIONS:**

**A. Contractor’s Obligations:**

1. Contractor will agree to provide snacks as directed by the Park Department at the rate of \$ .65 per snack, unit cost of snack includes delivery, to

all Park Department sites as further described in Exhibit “B”. Any price increases during the term on this contract must be approved by the Park Department.

2. A Comprehensive General Liability policy with limits not less than \$500,000 per occurrence shall be procured and maintained by the Contractor that shall be written in a comprehensive form and shall protect Contractor against all claims arising from injuries to persons (other than employees) or damage to property of the Park Department or others arising out of any negligent act or omission of Contractor, its agents, officers, employees or subcontractors, in the performance of services under this Agreement. Contractor shall furnish the Park Department copies of all insurance policies or Certificates of Insurance relative to the insurance policies. Copies of all policies and certificates must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the Park Department shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

3. Contractor agrees to maintain books, documents, papers, accounting records and other evidence pertaining to work performed and payments made under this Agreement and to make such materials available at its place of business at reasonable times during the Agreement’s period, and for three (3) years from the date of final payment under the Agreement for inspection by the Park Department or its authorized representative.

4. Contractor agrees to comply with all federal, state and local laws, ordinances and regulations applicable to the work, including TITLE VI of the Civil Rights Act of 1974, and to comply with the City of Wichita Affirmative Action Program as set forth in Exhibit “C” which is attached hereto and adopted by reference as though fully set forth herein.

5. Contractor shall indemnify and hold the Park Department harmless from and against any and all liability, loss, suits, claims, or demands of any kind or character for injuries and/or damages to persons and/or property, to the extent arising from or caused by the errors, omissions, or negligent acts of Contractor or its agents, servants, or employees in the performance of its services under this contract.

6. Contractor agrees to deliver all snacks to each location on a bi-weekly basis. Items requiring refrigeration will be delivered in coolers with all products properly iced down to insure proper temperatures. Contractor further agrees to provide and maintain all delivery equipment. Contractor agrees to provide all delivery staff, with said staff responsible for loading and unloading deliveries.

**B. Park Department Obligations:**

1. The Park Department agrees to pay the Contractor at the rates indicated above for said services, which will be, billed monthly by the Contractor. Billings are to include an itemized listing of snacks furnished during the month, and will be paid by the Park Department within fifteen (15) days of receiving said billing.

2. Park Department shall indemnify and hold the Contractor harmless from and against any and all liability, loss, suits, claims, or demands of any kind or character for injuries and/or damages to persons and/or property, to the extent arising from or caused by the errors, omissions, or negligent acts of Park Department or its agents, servants, or employees in the performance of its services under this contract.

**NO THIRD-PARTY BENEFICIARY:**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create the public or any

member thereof as a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**TERM:**

This Agreement shall be for a term beginning April 7<sup>th</sup>, 2009, and ending April 6<sup>th</sup>, 2010 with options to renew under this same terms and conditions for one (1) or two (2) year period by mutual agreement of both parties. This Agreement will be subject to cancellation upon fifteen- (15) days written notice by the Park Department and/or a thirty-(30) days written notice by Contactor.

**ENFORCEABILITY:**

No waiver by the Park Department or Contractor of any breach of any term, covenant or condition hereof shall be deemed to be a waiver of the same, or a subsequent breach of the same, or any other term, covenant or condition. No covenant, term or condition of this Agreement shall be deemed waived by the Park Department or Contractor unless waived in writing.

The Park Department and Contractor shall be entitled to specific performance and injunctive or other equitable relief for any breach of or any provision of this Agreement, notwithstanding the availability of any adequate remedy at law, and each party hereby waives the right to raise such defense in a proceeding in equity.

**INVALID PROVISIONS:**

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice

either the Park Department or Contractor in their respective rights and obligations contained in the valid covenants, conditions, or provisions in this Agreement.

**KANSAS LAW TO GOVERN**

This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted, and construed under and in accordance with the laws of the State of Kansas.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written. By signing this contract, the representative of the Contractor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**ATTEST:**

**THE CITY OF WICHITA**

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Melinda A. Walker  
Purchasing Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

**VIA CHRISTI REGIONAL MEDICAL  
CENTER NUTRITION SERVICES**

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Gary E. Rebenstorf  
Director of Law

---

Signature

---

Date

---

Print Signature Name

**CITY OF WICHITA, KANSAS**

---

Robert Layton,  
City Manager

---

Date

---

Title (*President or Corporate Officer*)

# Exhibit A

- A. Contractor must comply with guidelines prescribed by the Kansas Department of Health and Environment, Regulations for School Age Program.
- B. Contractor must be capable of providing snacks to the locations described in Exhibit B.
- C. Contractor must be able to provide snacks in the following quantities: 2 snacks per day per each participant at each of the nine designated locations. There will be a maximum of 510 participants at the nine locations. The Summer of Discovery program will be in session Friday, May 29, 2009 until Friday, August 7, 2009 in. The SOD program will not be in session Friday, July 3, 2009. Total number of days at each site is 50.

Contractor may make deliveries twice weekly, or daily. Contractor must be able to supply snacks, in the quantities described, to each of the designated sites. Deliveries must be made before 8:00 a.m. if snacks are to be served that day.

Storage at each site consists of one refrigerator and one cabinet, if the Contractor ever requests to go to one delivery per week, the Contractor will have to provide refrigerators and/or cabinets at each site as needed.

- D. The Contractor is required to provide the Park Department a detailed daily menu for each of the 50 program days.
- E. Contractor must provide all snack food items, in individually wrapped single servings.
- F. Contractor must provide disposable, single-use table service that is of food grade and medium weight or heavier, and in numbers adequate for the snacks being served.
- G. Contractor will allow each site to adjust snack quantities. A designated SOD representative will notify the Contractor within 7 days prior to a delivery date of any changes in the numbers of snacks needed.
- H. Snack beverages may include milk, white or flavored, or a liquid concentrate to be mixed on site.

## Exhibit B

**Location**

**Address**

**Phone**

<b>Aley Recreation Center</b>	<b>1749 S. Martinson</b>	<b>303-8002</b>
Boston Recreation Center	6655 E. Zimmerly	688-9301
Edgemoor Recreation Center	5815 E 9 <sup>th</sup> St	688-9392
Evergreen Recreation Center	2700 N Woodland	303-8036
Linwood Recreation Center	1901 S Kansas	337-9191
Lynette Woodard Recreation Center	2750 E 18 <sup>th</sup> St	303-8015
Orchard Recreation Center	4808 W 9 <sup>th</sup> St	941-0663
Osage Recreation Center	2121 W 31 <sup>st</sup> St	941-0611



# Exhibit C

## NOTICE...NOTICE...NOTICE

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

#### AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

e. EXEMPTED from these requirements are:

(1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

(2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.

(3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.

f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in

Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

**NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <http://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4508.**

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Wichita Animal Care Campus (City and Humane Society) (All Districts)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

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**Recommendation:** Approve the naming rights.

**Background:** City Council, at their May 18, 2004 meeting, approved a Memorandum of Understanding (MOU) to formally establish a policy directive between the City of Wichita and the Kansas Humane Society. The purpose was to initiate steps to study, identify and negotiate various planning and project considerations aimed at reaching an agreement sufficient to enter into a Project Agreement and partnership for the combined facilities. The new Wichita Animal Shelter and the new Kansas Humane Society buildings are now nearing completion co-located on City property at the southwest corner of Hillside and K-96.

**Analysis:** As Council members may remember, there were discussions in the fall of 2007 with representatives of the Kansas Humane Society and City staff regarding the proposed \$2 million dollar donation to the Kansas Humane Society by David Murfin and his sisters Barbara Murphy and Nancy Moxley. In exchange for their donation, the campus for the combined facility is to be named the Murfin Animal Care Campus, and the dog parks are to be named for specific Murfin family members. Council members individually were supportive of this proposal, however no official action was taken. The official ceremony in which the Murfin family presented the \$2 million gift to the Kansas Humane Society was held at the Murfin Oil Building in October 2007 with members of the City Council and City staff in attendance.

The purpose of this agenda item is to officially confirm the naming of the combined facility as the Murfin Animal Care Campus and the naming of the dog parks after each of the siblings.

**Financial Considerations:** None.

**Goal Impact:** This project addresses the Economic Vitality and Affordable Living Goal by providing public improvement in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** None.

**Recommendation/Action:** It is recommended that the City Council approve the naming of the animal care campus and dog parks.

**Attachment:** None.

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Service Area Acquisition - Rural Water District No. 1 of Sedgwick County (District II)

**INITIATED BY:** Water Utilities

**AGENDA:** New Business

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**Recommendation:** Approve the Agreement for the acquisition of the water utility service area from Rural Water District No. 1 of Sedgwick County.

**Background:** As the municipal boundaries of the City grow, the City may overlap the service area boundaries of rural water districts (RWDs). At present, the service areas of RWDs have protection under federal law. Urban density development is currently under way in the area east of Greenwich Road between K-96 and 37th Street North. The City, the developer and RWD No. 1 have negotiated an amicable settlement to allow the City's Water Utilities to provide services to this area.

**Analysis:** Under the negotiated settlement, RWD No. 1 has released 160 acres in the referenced service area to the City for \$40,000. Water Utilities will recover this cost by charging \$40,000 to property in this area as a Special Service Area upon connection to the City's water system. The payment under this settlement will be made to the developer, since the developer has already made the payment to Rural Water District No. 1.

**Financial Considerations:** Water Utilities 2009 CIP W-65, Unidentified Mains, has sufficient monies to fund the proposed CIP W-017 project for Service Area Acquisition - Rural Water District No. 1 of Sedgwick County. The \$40,000 will be funded from Water utilities revenues and reserves, and/or a future revenue bond issue.

**Goal Impact:** The service area acquisition will promote economic vitality, affordable living and regional development by providing efficient infrastructure, plus quality services that are economical.

**Legal Considerations:** City Council approval is required for the payment to the developer. The City Council approved an Ordinance establishing the authority for the Water Utilities to assess Special Service Area fees on December 9, 2008. The Agreement Pertaining to Water Service and the Resolution have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council: 1) approve the Agreement for acquisition of RWD No. 1 service territory; 2) adopt the Resolution; and 3) authorize the necessary signatures.

**Attachments:** Resolution  
Agreement Pertaining to Water Service  
Area map



## RESOLUTION NO. 09-088

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$40,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., ( the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**SECTION 1.** It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Service Area Acquisition – Rural Water District #1 of Sedgwick County (W-017) (the "Project"). The total costs of the Project are estimated to be forty thousand dollars (\$40,000) in 2009 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

**SECTION 2.** It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

**SECTION 3.** It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed forty thousand dollars (\$40,000) in 2009, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

**SECTION 4.** It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue

bonds.

**SECTION 5.** This Resolution shall be in force and take effect from and after its adoption and approval.

**ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on April 7, 2009.**

(Seal)

ATTEST:

\_\_\_\_\_  
CARL BREWER, Mayor

\_\_\_\_\_  
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
GARY E. REBENSTORF, Director of Law

Published in the Wichita Eagle, on April 10, 2009

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$40,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 09-088, duly adopted April 7, 2009, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Service Area Acquisition – Rural Water District #1 of Sedgwick County (W-017) (called the "Project"). The total costs of the Project are estimated to be forty thousand dollars (\$40,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$40,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on April 7, 2009.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk



Agreement Pertaining to Water Service

THIS AGREEMENT made and entered this date \_\_\_\_\_, by and between the City of Wichita, Kansas, a municipal corporation, and Ritchie Associates, Inc.

Whereas, Rural Water District No. 1 of Sedgwick County, Kansas ("RWD") has entered into a certain Agreement dated December, 2008 with Greenwich Investments, LLC, and North Greenwich/29<sup>th</sup>, LLC, (collectively, "Ritchie"), attached hereto ("Ritchie Agreement"), whereby RWD agrees to release and exclude certain property owned by Ritchie and as described in the Ritchie Agreement, from service area boundaries of the RWD; and

Whereas, Ritchie Associates, Inc., has paid to RWD on behalf of Ritchie, the sum of \$40,000 as compensation for the release of such property from the RWD service area boundaries; and

Whereas, the release of such property allows the City of Wichita to provide water service to such property and assess the costs incurred by this Agreement to such properties under the provisions of the Special Service Area Ordinance; and

Whereas, the City of Wichita through the Wichita Water Utilities owns and maintains a water distribution system and agrees to provide water service to such properties under such customer service terms as are provided by Ordinance.

NOW THEREFORE, the parties hereto mutually agree as follows:

In consideration of the payment of \$40,000 by Ritchie Associates, Inc. to the RWD for the release of the described property from the RWD service area boundaries, the City of Wichita agrees to reimburse and directly pay to Ritchie Associates, Inc. the sum as agreed between RWD and Ritchie, namely \$40,000, which sum is intended to be the fair compensation for the release for the Ritchie Property from the RWD service area.

IN WITNESS WHEREOF, the Agreement Pertaining to Water Service has been executed by the parties effective the date written above.

City of Wichita, Kansas

Ritchie Associates, Inc.

\_\_\_\_\_  
Carl Brewer, Mayor

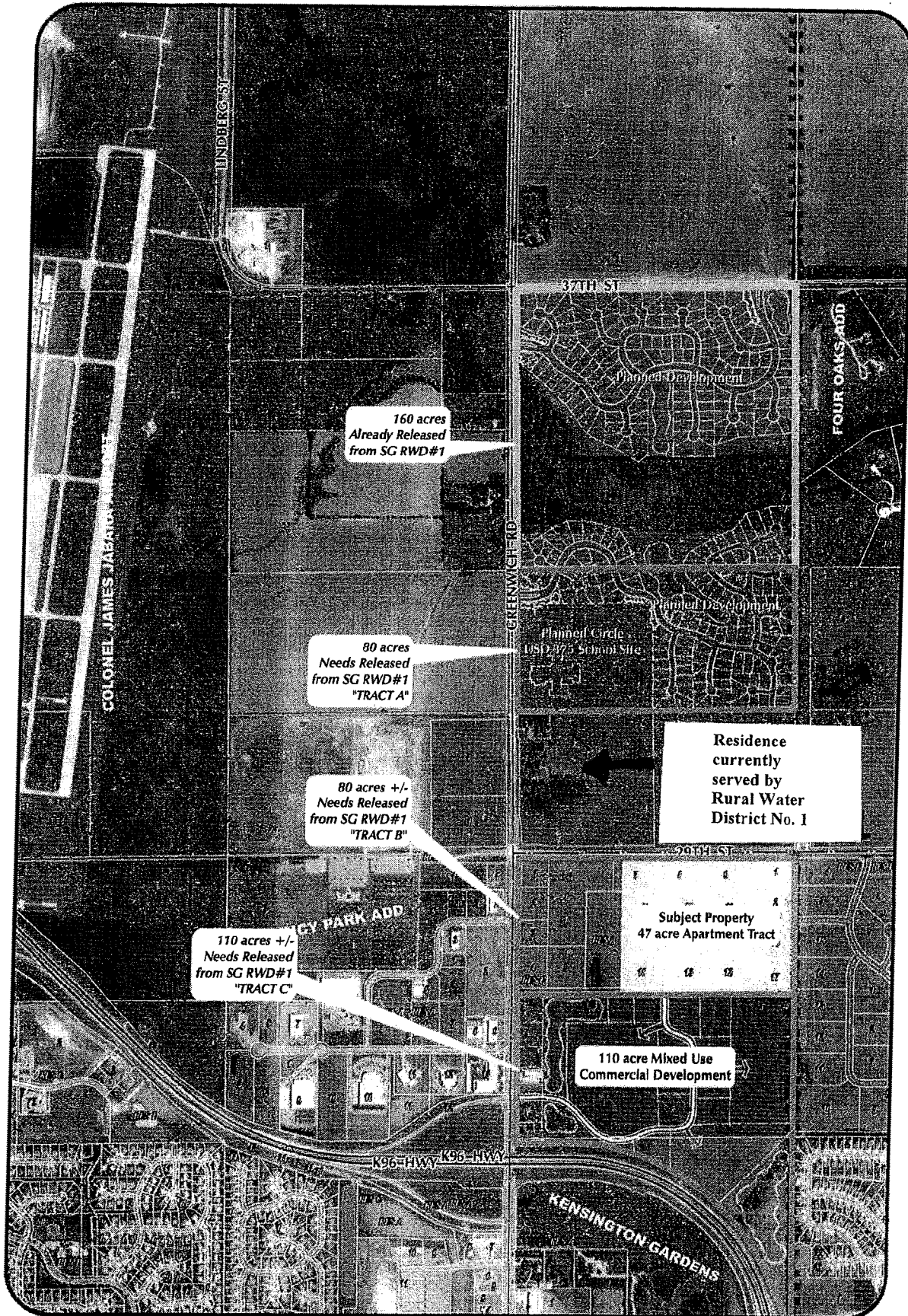
By: \_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



# SG Rural Water District #1

Aerial Exhibit

This exhibit is prepared and made to best available to the public by SG Rural Water District #1. It is not intended to be used for any other purpose. The district is not responsible for any errors or omissions in this exhibit. The district is not responsible for any damages or losses resulting from the use of this exhibit. The district is not responsible for any claims or liabilities resulting from the use of this exhibit. The district is not responsible for any claims or liabilities resulting from the use of this exhibit.

Aerial - June, 2008



**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Wichita Street Improvement, between Murdock and 8th St. (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

.....

**Recommendation:** Approve the project.

**Background:** Wichita Street, between Murdock and 8<sup>th</sup> Street, is an unpaved road that drains poorly and is very difficult to maintain. The adjacent lots are primarily commercial buildings and a church. Attempts to obtain a valid paving Petition to improve the street to an urban standard have not been successful. On March 2, 2009, District VI Advisory Board sponsored a neighborhood hearing on the project to consider paving the street as an order-in. The Board voted 7-0 to recommend approval of the project.

**Analysis:** It is proposed that the paving be ordered in as a two-lane concrete roadway with some off street parking on the east side. A 10' wide concrete bike path has recently been completed on the west side of the unpaved road.

**Financial Considerations:** The estimated project cost is \$175,000 with \$130,000 assessed to the improvement district and \$45,000 paid by the City. The proposed method of assessment is the square foot basis. The estimated rate of assessment to individual properties is \$1.10 per square foot of ownership. The City share is for the additional width of the street and for the cost of off street parking on the east side of Wichita, north of Murdock. The funding source for the City share is General Obligation Bonds.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by providing paved access in an existing commercial area.

**Legal Considerations:** State Statutes provides the authority for the City Council to order in paving projects.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Spreadsheet and Resolution.

First Published in the Wichita Eagle on April 10, 2009

RESOLUTION NO. 09-087

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVING WICHITA STREET FROM THE NORTH LINE OF MURDOCK TO THE SOUTH LINE OF 8TH STREET NORTH (472-84796) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVING WICHITA STREET FROM THE NORTH LINE OF MURDOCK TO THE SOUTH LINE OF 8TH STREET NORTH (472-84796) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing paving Wichita Street from the north line of Murdock to the south line of 8th Street North (472-84796).

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Hundred Seventy-Five Thousand Dollars (\$175,000) exclusive of the cost of interest on borrowed money, with 73.02 percent payable by the improvement district and 26.98 percent payable by the City-at-large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MUNGER'S ORIGINAL TOWN ADDITION  
Lots 97 through 128 Inclusive, Wichita Street

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or

parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7<sup>th</sup> day of April, 2009.

---

CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)



# Wichita St, Murdock to 8th





Estimated assessments for paving Wichita Street from Murdock to 8th Street North.							02/18/09	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Driveway Assessment***	Annual Payment**	Resident Owners
<b>MUNGER'S ORIGINAL TOWN ADD.</b>								
A 00670	H O T PROPERTIES LLC 807 S XANTHUS PLACE TULSA OK 74104	300 W MURDOCK	LOTS 97-99-101-103-105-107- 109-111 WICHITA ST.	27720	\$30,468		\$2,935	nr
A 00671	H O T PROPERTIES LLC 807 S XANTHUS PLACE TULSA OK 74104		LOT 113 WICHITA ST.	3465	\$3,808		\$367	repeat
A 00672	H O T PROPERTIES LLC 807 S XANTHUS PLACE TULSA OK 74104		LOT 115 WICHITA ST.	3465	\$3,808		\$367	repeat
A 00673	JECKL INVESTMENT CO LLC 812 N WACO WICHITA KS 67203		LOTS 117-119 WICHITA ST.	7049	\$7,748		\$746	1
A 00621	MT OLIVE CH OF GOD IN CHRIST 840 N WICHITA WICHITA KS 67203	840 N WICHITA	LOTS 124-126-128 WICHITA ST.	10428	\$11,462	\$2,100	\$1,307	1
A 00674	PERRY TRUST AGREEMENT, THE ATTN: HAROLD PERRY 7930 E CAMELBACK #409, BLDG #25 SCOTTSDALE AZ 85251		ODD LOTS 121 TO 127 INC. WICHITA ST.	13846	\$15,218		\$1,466	nr
A 00616	TOTAL DESIGN LLC 807 S XANTHUS PLACE TULSA OK 74104	216 W MURDOCK	LOTS 98-100-102-104 EXC W 89 FT WICHITA ST.	4622	\$5,080		\$489	1
A 006170002	TOTAL DESIGN LLC 807 S XANTHUS PLACE TULSA OK 74104		E 43 FT LOTS 106-108-110- 112 & S 4 FT E 43 FT LOT 114 WICHITA ST.	4687	\$5,152		\$496	repeat
A 005160001	WHETZEL, ALAN G & ROBERTA A LIV TR U/A PO BOX 824 WICHITA KS 67201	222 W MURDOCK	W 89 FT LOTS 98-100-102- 104 WICHITA ST.	9345	\$10,271		\$990	1
A 00617	WHETZEL, ALAN G & ROBERTA A LIV TR U/A PO BOX 824 WICHITA KS 67201		LOT 114 EXC S 1 FT & EXC N 3 FT S 4 FT E 43 FT & ALL LOTS 116-118-120- 122 WICHITA ST	16764	\$18,426	\$2,100	\$1,977	repeat
A 006170001	WHETZEL, ALAN G & ROBERTA A LIV TR U/A PO BOX 824 WICHITA KS 67201		W 89 FT LOT 106 - LOT 108 EXC E 43 FT - ALL LOT 110 EXC E 43 FT & S 9.25 FT EXC E 43 FT LOT 112 WICHITA	7832	\$8,608	\$2,100	\$1,032	repeat
A 00617002A	WHETZEL, ALAN G & ROBERTA A LIV TR U/A PO BOX 824 WICHITA KS 67201		The W 89.02 FT N 17 FT LOT 112 & W 89.02 FT S 1 FT LOT 114 WICHITA ST.	1602.36	\$1,761		\$170	repeat
			Total:	110,825	\$121,810	\$6,300		4
Abbreviations:								
etal. = and others								
etux. = and wife								
etvir. = and husband								
nr = non resident								
* Estimated assessment for street construction based on \$1.10 per square foot excluding drive approach (if applicable), inflation, and/or temporary financing.								
** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 15 years								
<b>BREAKDOWN OF PROJECT COSTS</b>								
Amount assessed to the improvement district				\$121,810				
Add: City Share for Parking (26.88%)				\$45,000				
Add: Estimated driveway costs***				\$8,190				
Total Estimated project cost				\$175,000				
*** Driveway approach costs are assessed to individual properties based on the actual size of drive approach requested. Each property must have a driveway constructed with the project, unless it is a corner lot with access to another street. The approach must be at least 12' wide and will extend from the street to the property line. Total estimated cost for driveway construction is based on 20' average width, at a cost of \$2,100 per driveway. The annual payment above includes the street construction and driveway cost for each lot.								

# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

### CITY OF WICHITA

- USE:
1. Prepare in triplicate
  2. Send original & 2 copies to budget.
  3. City Manager to sign all copies.
  4. File original w/ initiating resolution in City Clerk.
  5. Return 2nd copy to initiating department.
  6. Send 3rd copy to Controller.

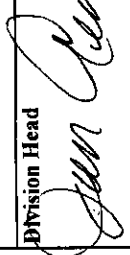
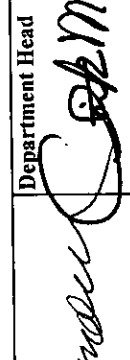
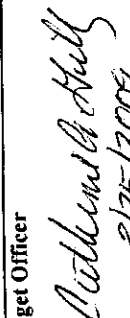
To Initiate Project	<input checked="" type="checkbox"/>
To Revise Project	<input type="checkbox"/>

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 3/20/2009	4. Project Description & Location Paving Wichita Street between Murdock and 8th Street
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised	
12. Project Cost Estimate			
ITEM	GO	SA	OTHER
Right of Way			
Paving, grading & const.	\$45,000	\$130,000	\$175,000
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Streetscape			
Totals	\$45,000	\$130,000	\$175,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	x	

Remarks:  
Paving  
472-84796

13. Recommendation: Adopt the Resolution and authorize the necessary signatures

Division Head 	Department Head 	Budget Officer 	City Manager
		Date 3/25/2009	Date



City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Sanitary Sewer to serve an area bounded by Harry, Sabin, Walker and Anna Streets (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----

**Recommendation:** Approve the project.

**Background:** The area bounded by Harry, Sabin, Walker and Anna is a partially developed industrial area that does not currently have City sanitary sewer service. Two owners of property on the west side of Sabin have expressed interest in a project to extend sewer service to their businesses.

**Analysis:** Public Works-Engineering Staff have evaluated the request and have determined that extending a sanitary sewer from west of Anna would serve a much larger area. A neighborhood informational meeting with affected property owners was held on January 12, 2009. Property owners who were in attendance were generally divided regarding the project. It is proposed that the project be ordered in.

**Financial Considerations:** The estimated project cost is \$210,000 with the total assessed to the improvement district. The proposed method of assessment is the square foot basis. The estimated rate of assessment to individual properties is \$00.44 per square foot of ownership.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by providing sanitary sewer service to an existing industrial area.

**Legal Considerations:** State Statutes provide the authority for the City Council to order in sanitary sewer projects.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Spreadsheet and Resolution.

First Published in the Wichita Eagle on April 10, 2009

RESOLUTION NO. 09-086

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 15, MAIN 14, SOUTHWEST INTERCEPTOR SEWER (NORTH OF HARRY, WEST OF WEST STREET) 468-84591 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 15, MAIN 14, SOUTHWEST INTERCEPTOR SEWER (NORTH OF HARRY, WEST OF WEST STREET) 468-84591 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 15, Main 14, Southwest Interceptor Sewer (north of Harry, west of West Street) 468-84591.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Ten Thousand Dollars (\$210,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

UNPLATTED TRACTS

In Section 26, TWP 27S, R1W

South 528.25 feet of the west 165 feet of the southwest ¼ of the southeast ¼  
(D 1846617AB)

Beginning 660.25 feet north of the southwest corner of the southeast ¼: east 165 feet south 132 feet west 165 feet north 132 feet to beginning  
(D 18466017U0002)

Beginning 911.87 feet west of the southeast corner of the southwest ¼ of the southeast ¼: north 1320.54 feet west to a point 165 feet east of the northwest corner of the southwest ¼ of the southeast ¼ south 1320.54 feet east to beginning except north 660.29 feet to city  
(D 18466017T)

South  $\frac{1}{2}$  of tract - beginning 615 feet west & 660 feet north of the southeast corner of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$ : north 660.65 feet west 296.87 feet south 660.54 feet east 296.87 feet to beginning  
(D 1846617AC)

South 60 feet of the north 691.42 feet of the west 211.32 feet of the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  except east 35 feet for street  
(D 1846617AS0001)

South 65 feet of the north 631.42 feet of the west 211.32 feet of the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 1846617AD)

South 103.06 feet of the north 1030.6 feet of the west 211.32 feet of the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 0004200UP)

North 115 feet of the south 190 feet of the north 566.42 feet of the west 211.32 feet of the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 1846617AF)

South 75 feet of the north 566.42 feet of the west 211.32 feet of the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 1846617AE)

South 133.06 feet of the north 824.48 feet of the west 211.32 feet of the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  except east 35 feet for street  
(D 1846617AG)

South 103.06 feet of the north 927.54 feet of the west 211.32 feet of the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  except east 35 feet for street  
(D 0004300UP)

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7<sup>th</sup> day of April, 2009.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

# Sabin – Sanitary Sewer



# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

### CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	3/23/2009	Sanitary Sewer in area bounded by Harry, Sabin, Walker and Anna	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (year)	8. Approved by WCC Date	
NL-200424		2009		
9. Estimated Start Date As Required	10. Estimated Completion Date	11. Project Revised		
12. Project Cost Estimate				
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		\$210,000		\$210,000
Sidewalk				
Water				
Streetscape				
Totals		\$210,000		\$210,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation:				

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

\*Sanitary Sewer Utility  
Lateral 15, Main 14, SW1  
472-84591

Adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
<i>Jan Jensen</i>	<i>Carl M. Can...</i>	<i>Richard Hull</i>	
		Date	Date
		3/31/09	

**Estimated assessments for Sanitary Sewer to serve around Harry & I-235**

Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	03/30/09 Annual Payment**	Resident Owners
<b>Unplatted Tracts</b>							
D 1846617AB	DAVIS_STEVEN R & DARLENE R WHEELER	4732 W HARRY	S 528.25 FT W 165 FT SW1/4 SE1/4 SEC 26-27-1W	81870.61	\$35,651	\$3,435	2
D 18466017U 0002	LINN_PATRICK W & ANGELA E	1502 S ANNA	BEG 660.25 FT N SW COR SE1/4 E 165 FT S 132 FT W 165 FT N 132 FT TO BEG SEC 26-27-1W	21545.03	\$9,382	\$904	2
D 18466017T	SIMPSON_SHERI L	4730 W HARRY	BEG 911.87 FT W SE COR SW1/4 SE1/4 N 1320.54 FT W TO PT 165 FT E NW COR SW1/4 SE1/4 S 1320.54 FT E TO BEG EXC N 660.29 FT TO CITY SEC 26- 27-1W	152784.7	\$66,530	\$6,410	1
D 1846617AC	ECK & ECK MACHINE CO 4606 W HARRY WICHITA KS 67209		S1/2 OF TR - BEG 615 FT W & 660 FT N SE COR SW 1/4 SE 1/4 N 660.65 FT W 296.87 FT S 660.54 FT E 296.87 FT TO BEG SEC 26-27-1W	98799.8	\$43,022	\$4,145	1
D 1846617AS 0001	ECK & ECK MACHINE CO 4606 W HARRY WICHITA KS 67209		S 60 FT N 691.42 FT W 211.32 FT E 615 FT SW1/4 SE1/4 EXC E 35 FT FOR ST SEC 26-27-1W	11583.42	\$5,044	\$486	repeat
D 1846617AD	RASMUSSEN_LEO 2522 W 21ST N WICHITA KS 67203		S 65 FT N 631.42 FT W 211.32 FT E 615 FT SW 1/4 SE 1/4 SEC 26- 27-1W	12787.27	\$5,568	\$536	1
D 0004200UP	SANDERS_BOBBY R ETUX	1535 S SABIN	S 103.06 FT N 1030.6 FT W 211.32 FT E 615 FT SW1/4 SE1/4 SEC 26-27-1W	21390.39	\$9,314	\$897	2
D 1846617AF	SIMONS_FAYE L	1435 S SABIN	N 115 FT S 190 FT N 566.42 FT W 211.32 FT E 615 FT SW1/4 SE1/4 SEC 26-27-1W	24109.16	\$10,498	\$1,011	1
D 1846617AE	STEPHENSON_PHILLIP E	1457 S SABIN	S 75 FT N 566.42 FT W 211.32 FT E 615 FT SW1/4 SE1/4 SEC 26-27- 1W	16110.26	\$7,015	\$676	1
D 1846617AG	WILLIAMS_VERNON D 1511 S SABIN WICHITA KS 67209		S 133.06 FT OF N 824.48 FT OF W 211.32 FT OF E 615 FT OF SW 1/4 OF SE1/4 EXC E 35 FT FOR ST SEC 26-27-1W	23181.57	\$10,094	\$973	1
D 0004300UP	WILLIAMS_VERNON D & BRENDA S	1511 S SABIN	S 103.06 FT N 927.54 FT W 211.32 FT E 615 FT SW1/4 SE1/4 EXC E 35 FT FOR ST SEC 26-27-1W	18097.37	\$7,881	\$759	repeat
Total:				482,260	\$210,000		12
Abbreviations:							
etal. = and others							
etux. = and wife							
etvir. = and husband							
nr = non resident							
* Estimated assessment for sanitary sewer construction based on \$0.44 per square foot excluding inflation, and/or temporary financing.							
This cost does not include the Sewer Plant Equity Fee, approximately \$1350 for a residential property, or for installation of the private sewer line.							
** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 15 years (last bond sale 4.09%)							

132019

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, MAIN 14, SOUTHWEST INTERCEPTOR SEWER (NORTH OF HARRY, WEST OF WEST STREET) 468-84591** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 15, MAIN 14, SOUTHWEST INTERCEPTOR SEWER (NORTH OF HARRY, WEST OF WEST STREET) 468-84591** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 15, Main 14, Southwest Interceptor Sewer (north of Harry, west of West Street) 468-84591.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Ten Thousand Dollars (\$210,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2009** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



**UNPLATTED TRACTS**

**In Section 26, TWP 27S, R1W**

South 523.25 feet of the west 165 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 1846617AB)

Beginning 660.25 feet north of the southwest corner of the southeast  $\frac{1}{4}$ : east 165 feet  
south 132 feet west 165 feet north 132 feet to beginning  
(D 18466017U0002)

Beginning 911.87 feet west of the southeast corner of the southwest  $\frac{1}{4}$  of the southeast  
 $\frac{1}{4}$ : north 1320.54 feet west to a point 165 feet east of the northwest corner of the  
southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  south 1320.54 feet east to beginning except north  
660.29 feet to city  
(D 18466017T)

South  $\frac{1}{2}$  of tract - beginning 615 feet west & 660 feet north of the southeast corner of  
the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$ : north 660.65 feet west 296.87 feet south 660.54  
feet east 296.87 feet to beginning  
(D 1846617AC)

South 60 feet of the north 691.42 feet of the west 211.32 feet of the east 615 feet of the  
southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  except east 35 feet for street  
(D 1846617AS0001)

South 65 feet of the north 631.42 feet of the west 211.32 feet of the east 615 feet of the  
southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 1846617AD)

South 103.06 feet of the north 1030.6 feet of the west 211.32 feet of the east 615 feet of  
the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 0004200UP)

North 115 feet of the south 190 feet of the north 566.42 feet of the west 211.32 feet of  
the east 615 feet of the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 1846617AF)

South 75 feet of the north 566.42 feet of the west 211.32 feet of the east 615 feet of the  
southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$   
(D 1846617AE)

South 133.06 feet of the north 824.48 feet of the west 211.32 feet of the east 615 feet of  
the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  except east 35 feet for street  
(D 1846617AG)

South 103.06 feet of the north 927.54 feet of the west 211.32 feet of the east 615 feet of  
the southwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  except east 35 feet for street  
(D 0004300UP)

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
CARL BREWER, MAYOR

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

**City of Wichita**  
**City Council Meeting**  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** Emergency Water Supply Contract – Maize, Kansas (District V)

**INITIATED BY:** Water Utilities

**AGENDA:** New Business

---

**Recommendation:** Approve a Contract with the City of Maize, Kansas, for an emergency supply of water.

**Background:** The City of Maize adjoins Wichita in the northwest part of the City. Maize was recently directed by the Kansas Department of Health and Environment to improve the reliability of its water system. Maize approached Wichita's Water Utilities seeking to connect to Wichita's water system as a means of improving their water system's reliability.

**Analysis:** Wichita has provided emergency water supply connections to other entities --- Rural Water District No. 3, for example. Staff negotiated a Contract with Maize with provisions for emergency water supply similar to those for other entities for which Wichita supplies such services as metering and backflow prevention requirements, conditions for opening the connection, rates and charges for use, etc.

The Contract is for a 20-year term with a 20-year renewal option for the parties. Under the terms of the Contract, Wichita can discontinue the supply of water to Maize whenever Wichita determines that water is needed to supply Wichita's existing retail and/or wholesale obligations. The Contract was approved by the Maize City Council on March 16, 2009.

**Financial Considerations:** The rate charged for any water used during an emergency will be the uniform wholesale rate as established in the Code of Ordinances. Presently, that rate is \$1.65/1000 gallons. Water used for periodic testing of the connection by Maize will be the second block of the wholesale block rates as established in the Code. Additionally, Maize will pay the minimum monthly charge for the meter size used to supply the connection. Due to the nature of this connection, revenues derived from the same are not expected to be significant.

**Goal Impact:** Providing this service to Maize will enhance the quality of life, and ensure the integrity and reliability of the Maize water system, plus some increase in revenue.

**Legal Considerations:** The Law Department has reviewed and approved the Contract as to form. Contracts are required to be approved by the City Council.

**Recommendations/Actions:** It is recommended that the City Council approve the Emergency Water Supply Contract with Maize and authorize the necessary signatures.

**Attachments:** Emergency Water Supply Contract

## **EMERGENCY WATER SUPPLY CONTRACT**

THIS CONTRACT made and entered into this 16<sup>th</sup> day of March, 2009, by and between THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, a municipal corporation, hereinafter called the "Seller", and THE CITY OF MAIZE, SEDGWICK COUNTY, KANSAS, a municipal corporation, hereinafter called "Purchaser."

WITNESSETH:

WHEREAS, the Seller and Purchaser wish to enter into a water purchase contract for the purpose of providing potable water at wholesale from the Seller to Purchaser for emergency supply needs for a period of twenty (20) years; and,

WHEREAS, Purchaser has a primary source of water supply; and,

WHEREAS, Purchaser, in response to communication from the Kansas Department of Health & Environment, wishes to maintain a connection to the Seller's water supply in order to have another source of supply in the event of an interruption or curtailment of water supply from Purchaser's primary source of supply.

NOW, THEREFORE, in view of the premises aforesaid, and in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties that:

### **I. CONNECTION AND RIGHT TO RECEIVE WATER SERVICES**

1.1 The Seller hereby grants permission to Purchaser to connect a water line to an existing water supply line on the Seller's water system, and the Seller agrees to supply water to Purchaser on an emergency basis on such terms as the Seller and Purchaser shall mutually agree. An emergency shall be deemed to exist in the event of conditions commonly considered a force majeure (e.g., water supply line break, contamination or interruption of water supply, power failure that affects source of supply pumping, and other similar conditions beyond Purchaser's control). Water shall not be supplied from the Seller to Purchaser simply for the purpose of providing peak demand(s) for water service to Purchaser. The Seller may at any time, and as often as the Seller deems necessary, require and Purchaser shall provide documentation as to the nature of the need for the emergency activation. Failure to provide said documentation within five (5) working days, or failure of such documentation to reasonably justify continued emergency status, shall constitute justification for either the curtailment of water service from the Seller to Purchaser, application of a non-emergency rate for the water supplied, or both, at the discretion of the Seller.

1.2 The potable water to be sold and purchased shall, at the point of connection, meet the applicable purity standards of the State of Kansas and the United States.

## **II. WATER METERING AND FLOW**

2.1 All water sold to Purchaser shall be measured by a master meter installed as specified by the Seller. The vault, meter, backflow preventer and other appurtenances shall be owned and properly maintained by the Seller. Authorized personnel of both the Seller and Purchaser shall have access to the vault and its contents at all times.

2.2 Both the Seller and Purchaser shall have the right at any time to test the master meter. If Purchaser requests the meter test, the test will be conducted by the Seller at Purchaser's expense and in the presence of Purchaser's representative if desired. If the meter is found to be inaccurate according to the standards of the American Water Works Association, either the meter will be repaired or another meter will be substituted and an adjustment for the preceding water billing period shall be processed. If the meter is found to be over-registering, the billing adjustment shall include a credit for the Seller's meter test charge.

2.3 The Seller does not guarantee to maintain any specific pressure for its service, and no complaint concerning the pressure shall give any right of claim by Purchaser or its customers against the Seller. Purchaser agrees to hold the Seller harmless from and indemnify it against any claim arising from the water quantity, pressure or lack thereof as supplied under this Contract.

2.4 The Seller shall make a reasonable effort to provide water pursuant to the terms of this Contract; however, interruptions or curtailment of service as a result of conditions constituting force majeure or as a result of lack of capacity shall not give any right of claim of Purchaser or its customers against the Seller. The Seller specifically reserves the right to curtail and/or interrupt service to Purchaser on those occasions when the Seller determines that such service to Purchaser would be detrimental to the delivery of service to the Seller's retail and wholesale water service customers.

## **III. OPERATION AND MAINTENANCE**

3.1 Authorized representatives of Purchaser shall be permitted to open and close the connection to the Seller's water system by use of a valve located in the meter vault referred to in this Contract. Purchaser shall notify the Seller whenever any usage is made either by telephone or facsimile transmission of the opening or closing of the connection immediately. Purchaser will, within forty-eight (48) hours of such action, provide the Seller a written explanation of the need for the connection and the expected duration of the connection, except no report shall be required when the operation of the valve is for a contractually-provided event.

3.2 The Seller shall have the backflow preventer tested on no less than an annual basis. Further, the Seller shall have the meter tested no less than once in every three (3) years of this Contract. All such tests shall be performed by persons qualified to perform such tests.

3.3 The water use by Purchaser under this Contract is of an emergency nature and is not to be Purchaser's primary source of water supply. If the Seller should, at any time, be deemed to be Purchaser's primary source of water supply, the terms of this Contract would then be renegotiated.

3.4 The parties agree to the following regularly occurring usages by Purchaser:

a. Monthly: The connection shall be opened at least once per month for the purpose of preventing "stale" water in the connecting line and in that portion of Purchaser's system adjacent to the connection to the Seller's system. The duration of each such connection shall not exceed eight (8) hours unless otherwise agreed to by the Seller.

b. Semi-annual testing: No more than twice each year, Purchaser may conduct an extended test for the purpose of determining the ability of the emergency water supply connection to provide water to meet the demand of Purchaser's customers and otherwise operate Purchaser's water system. Such testing shall only be conducted during months outside of the Seller's peak demand period. For the purposes of this Contract, those off-peak months shall be considered December, January, February, and March. Such test shall be conducted only after prior approval of the date and time is given to Purchaser by the Seller. The duration of such semi-annual tests shall not exceed forty-eight (48) hours unless otherwise agreed to by the Seller.

c. Biennial testing: Commencing in 2009, and every other odd-numbered year thereafter, Purchaser may conduct a test of its system and the emergency supply of water from the Seller during one of the peak months of April, May, June, July, August, September, October, or November. Such testing shall be conducted only after prior approval of the date and time is given to Purchaser by the Seller. The duration of such test shall not exceed forty-eight (48) hours unless otherwise agreed to by the Seller.

3.5 The Seller shall be fully responsible for the operation and maintenance of the facilities owned by the Seller necessary for the provision of service to Purchaser. The supply line from the point of connection to the metering location shall be owned and maintained by the Seller. Both the Seller and Purchaser agree to hold the other harmless of and from any claim or legal action against the other arising from the operation and/or maintenance by the Seller or Purchaser of the water system owned by each party for any part of their respective systems.

#### **IV. RATES, CHARGES AND BILLING**

(a) The Purchaser shall pay the Seller each month a minimum monthly payment equal to the existing minimum monthly charge for an outside the City of Wichita customer with a meter connection of the diameter of the Purchaser's. Such minimum charge shall be assessed by the Seller and paid by the Purchaser whether or not any water use actually occurs during that month.

(b) The rate applicable to the Purchaser for the volume of water used for testing of the system as described in Article III of this contract shall be the second block of the wholesale rate as established by ordinance by the Seller and as amended from time to time by action of the governing body of the Seller.

(c) In the event of emergency activation of the connection and subject to verification of emergency status as described at paragraph 2.1, the rate applicable to the Purchaser for the volume of water metered during the period of such emergency shall be the uniform wholesale rate as established by ordinance by the Seller and as amended from time to time by action of the governing body of the Seller.

(d) The Purchaser agrees to pay the Seller an amount to be computed at the rates applicable under this contract within twenty-five (25) days after receipt of a bill from the Seller for water provided during the preceding billing period. The meter shall be read no more often than once per month. The Seller shall bill Purchaser each month on the basis of the minimum monthly charge plus the charges for metered volume of water.

## **V. NATURE OF WATER SERVICE**

5.1 The parties hereto recognize that the Seller is not a primary source of water supply to Purchaser. As such, the Seller has not made nor will it make plans for nor will it reserve capacity for delivery of water to Purchaser either now or in the future. The parties agree and understand that the availability of water from this source is subject to the Seller having capacity over and above that required by its retail and wholesale water service customers and the lack of availability of water from Purchaser's connection to the Seller from time to time shall not give rise to any claim on the part of Purchaser or its customers against the Seller. In the event sufficient capacity is available, the Seller shall make reasonable effort to provide water in accordance with this Contract. The Seller retains the right to curtail service by closing the connection to Purchaser's system at any time the Seller deems necessary, in its sole discretion, to supply the needs of its existing retail and wholesale water service customers.

## **VI. TERM**

The term of this contract shall be twenty (20) years. This contract shall be renewed and extended under the terms and conditions set forth herein for an additional twenty (20) year term unless either party gives at least three (3) years written notice of intent not to renew.

IN WITNESS WHEREOF, the parties have hereunto caused this EMERGENCY WATER SUPPLY CONTRACT to be executed by their duly authorized officers as of the date first written herein above.

CITY OF WICHITA, KANSAS

Attest:

By: \_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

Gary E. Rebenstorf  
Gary Rebenstorf, Director of Law

CITY OF MAIZE, KANSAS

By: Clair E. Donnelly  
Clair Donnelly, Mayor

Attest:

Locelyn Reid  
Locelyn Reid, City Clerk

(Seal)

APPROVED AS TO FORM:

Tom Powell  
Tom Powell, City Attorney





**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** 47<sup>th</sup> St. South Improvement, between Broadway and Lulu  
(Districts II and IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----

**Recommendation:** Approve right-of-way acquisition project and Agreements.

**Background:** The 2007-2016 Capital Improvement Program includes funding to improve 47<sup>th</sup> St. South, between the I-135 Freeway and Broadway. The purpose of this project is to relieve traffic congestion along this corridor during peak rush hour periods. Because of 47th St. and Broadway being regionally significant roadways between Wichita and Haysville, Sedgwick County will participate in right-of-way acquisition funding. A City/County agreement has been prepared that provides for a 50% City/50% County cost split with a maximum budget of \$1,000,000. A City/State agreement has been prepared that provides a basis for the Kansas Department of Transportation to administer the construction of the project with Federal funding.

**Analysis:** The proposed project will reconstruct the intersection of 47th and Broadway to provide dual left turn lanes in all four directions. It will also construct new bridges over I-135, as the existing bridges are in poor condition. In addition, the project will reconstruct and signalize the ramps at 47th and I-135 as well as the intersection at 47th and Emporia. 47<sup>th</sup> between Broadway and Lulu will be improved to a five lane roadway with four through lanes and a center two-way left turn lane.

**Financial Considerations:** The design of the project is being funded and administered by the Kansas Department of Transportation. It is anticipated that KDOT will receive economic stimulus funding for the cost of constructing this entire project. KDOT has requested that local government fund the right-of-way acquisition and any utility relocation costs. Approval of the \$500,000 City contribution is requested at this time which will be combined with the County contribution of \$500,000 for a total right-of-way acquisition and utility relocation budget of \$1,000,000. The funding source for the City's share of right-of-way acquisition is General Obligation bonds. Should right-of-way and utility costs exceed \$1,000,000, the State has indicated a willingness to contribute funds up to \$1,000,000, for a total of \$2,000,000. Construction is planned to begin in 2009 if Federal funding is obtained.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the authorizing Ordinance and Agreements as to legal form.

**Recommendation/Action:** It is recommended that the City Council approve the Project to acquire right-of-way, approve the Agreements, place the Ordinance on First Reading and authorize the signing of State/Federal Agreements as required.

**Attachments:** Map, CIP Sheet, Ordinance, Agreements

First Published in the Wichita Eagle

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DECLARING **47TH ST. SOUTH, BETWEEN THE I-135 FREEWAY AND BROADWAY (472-84795)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **47th St. South, between the I-135 Freeway and Broadway (472-84795)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **47th St. South, between the I-135 Freeway and Broadway (472-84795)** as a main trafficway in the following particulars:

The acquisition of right-of-way as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be \$1,000,000 exclusive of the cost of interest on borrowed money, with \$500,000 paid by the City of Wichita and \$500,000 paid by Sedgwick County. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** 37<sup>th</sup> St. North Improvement, Maize to Tyler  
(District V)

**INITIATED BY:** Department of Public Works  
Department of Water Utilities

**AGENDA:** New Business

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**Recommendation:** Approve the Project and Agreements.

**Background:** The 2007-2016 Capital Improvement Program (CIP) includes funding to reconstruct 37<sup>th</sup> St. North, between Maize and Tyler. On May 6, 2008, the City Council approved an agreement with MKEC Engineering Consultants to design the project. The design was expedited in an attempt to minimize the impact of the construction on the Maize School Campus. On August 4, 2008, District V Advisory Board held a neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

**Analysis:** 37<sup>th</sup> St. North is a boundary line between Wichita and the City of Maize. A part of the boundary line centers on the street right-of-way. Discussions have been held with City of Maize officials for the de-annexation of the street right-of-way from Maize so that it can be annexed by Wichita. As part of that same agreement, Wichita Water Utilities will be allowed to extend water service into the developing area west of Maize that by prior agreement Wichita cannot annex. Wichita currently has authority to provide sanitary sewer service in the area. On March 16, 2009, the Maize City Council approved two agreements that would: (1) provide for improvements to 37<sup>th</sup> St. N., as well as the de-annexation of the north half of the road right-of-way to the City of Wichita; and (2) grant Wichita the right to extend water service into certain portions of Maize where sanitary sewer extension was previously allowed, per K.S.A. 12-2908 Agreement. The 37<sup>th</sup> St. agreement also provides that Wichita will fund and administer the construction of the paving project, in lieu of the allowance for expanded water service into Maize. It is proposed that the Wichita Water Utilities participate in the project funding as a cost of the service area acquisition, with the cost recovered through consumption rate revenues for outside City customers.

The existing two-lane pavement will be replaced with five-lane roadway with four through lanes and a center two-way left-turn lane. Left turn lanes will be provided at all four approaches to the intersection of 37<sup>th</sup> Street and Maize, with a three lane approach on the west and five lanes at the other approaches. The intersection will be signalized. Sidewalk will be constructed on both sides of 37<sup>th</sup> and the available right-of-way will be landscaped. Drainage will be improved. 37<sup>th</sup> Street is proposed to be closed during construction with local access provided to all affected properties. The project is planned to begin this spring and be completed this year.

**Financial Considerations:** The estimated construction cost is \$4,900,000 with \$2,250,000 paid by Wichita General Obligation bonds, \$2,250,000 paid by the Water & Sewer Utilities and \$400,000 paid by Special Assessments. Water Utilities 2009 W-65 (\$1,125,000) and 2009 S-5 (\$1,125,000) CIP projects have sufficient funds for the Utility Share. Funds for the Utility Share will come from Water and Sewer Utility revenues and reserves, and/or a future revenue bond issue. The General Obligation bond share exceeds the budget in the current CIP and has been included in the Draft 2009 CIP. The special assessment portion of the project was established by Petition submitted by the developer of Stonebridge Commercial Addition and was approved by the City Council on February 24, 2009. It will fund turn lanes to improve access into the Addition. The City Council previously approved \$210,000 for design of the project.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow and drainage in a developing residential and commercial area of Northwest Wichita.

**Legal Considerations:** The Law Department has approved the Agreements and Amending Ordinance as to legal form.

**Recommendation/Action:** It is recommended that the City Council approve the Project, Approve the Agreements, place the Amending Ordinance on First Reading and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Agreements and Ordinance.

Published in the Wichita Eagle on April 17, 2009

ORDINANCE NO. 48-310

AN ORDINANCE AMENDING ORDINANCE NO. **47-890** OF THE CITY OF WICHITA, KANSAS DECLARING **37TH ST. NORTH BETWEEN TYLER ROAD AND MAIZE ROAD (472-84693)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance **47-890** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **37th St. North between Tyler Road and Maize Road (472-84693)** as a main trafficway in the follow particulars:

The design, construction of a roadway, acquisition of right-of-way, relocation of utilities installation of traffic signals, and landscaping, as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance **No. 47-890** is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Four Million Seven Hundred Ten Thousand Dollars (\$4,710,000)** exclusive of the cost of interest on borrowed money, with \$2,460,000 paid by City of Wichita General Obligation Bonds issued under the authority of K.S.A. 12-689 and \$2,250,000 paid by City of Wichita Sanitary Sewer and Water Utility Funds.

SECTION 3. The original SECTIONS 2 and 3 of Ordinance **No. 47-890** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14 day of April, 2009.

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Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

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Gary E. Rebenstorf  
Director of Law



City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(District I and III)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** New Business

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**Recommendations:** Adopt the resolution.

**Background:** On February 24, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The Council adopted a resolution providing for public hearings to be held on the condemnation actions at 9:30 a.m. or as soon thereafter, on April 7, 2009.

**Analysis:** On February 2, 2009, the Board of Code Standards and Appeals (BCSA) held hearings on the six (6) properties listed below.

<b><u>Property Address</u></b>	<b><u>Council District</u></b>
a. 512 North Indiana	I
b. 1036 North Minnesota	I
c. 1522 North Madison	I
d. 1817 North Spruce	I
e. 1215 North Grove	I
f. 4953 East Morris	III

Detailed information/analysis concerning these properties are included in the attachments.

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** Pursuant to State Statute, the Resolutions were duly published twice on February 27, 2009 and March 6, 2009. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSCA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of April 7, 2009; (2) the structures have been secured as of April 7, 2009 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of April 7, 2009, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

**Attachments:** Case Summary, Summary and Follow-Up History.

**April 7, 2009**  
**City Council Hearing**  
**Removal of Dangerous Structures Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlmmt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
512 N. Indiana	I	6 yrs 9 mos	No	12/23/08	02/02/09	No	10/10	Unsecure with a broken east side window	Scattered bulky waste and debris	The 2007 taxes are delinquent in the amount of \$76.74 and the 2008 taxes are due in the amount of \$100.01	None
1036 N. Minnesota	I	3 yrs 8 mos	No	12/23/08	02/02/09	No	10/10	Secure	Scattered trash and bulky waste	The 2008 taxes are due in the amount of \$329.00, which includes specials.	There is a 2008 special assessment for board-up in the amount of \$187.00 and a pending special for weed cutting in the amount of \$124.45.
1522 N. Madison	I	17 yrs	No	12/23/08	02/02/09	No	10/10	Unsecure with an open south side window	Bags of trash in rear yard and alley	The 2005 and 2007 taxes are delinquent in the amount of \$298.00 and the 2008 taxes are due in the amount of \$159.55	None
1817 N. Spruce	I	1 yr	No	12/23/08	02/02/09	Yes	10/10	Secure	Bulky waste, tree waste, bricks on south side and a vehicle in rear yard	Current	None
1215 N. Grove	I	14 yrs 7 mos	No	12/23/08	02/02/09	No	10/10	Unsecure with a broken north side window	Scattered trash, tree waste and tall grass. The above ground swimming pool is damaged, filled with miscellaneous bulky waste and debris.	The 2005, 2006 and 2007 taxes are delinquent in the amount of \$273.80. The 2008 taxes are due in the amount of \$145.91.	None

**April 7, 2009**  
**City Council Hearing**  
**Removal of Dangerous Structures Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
4953 E. Morris	III	5 yrs 5 mos	No	12/23/08	02/02/09	No	10/10	Secure	Some bulky waste and tree waste	The 2005, 2006 and 2007 taxes are delinquent in the amount of \$5663.94, which includes specials and interest. The 2008 taxes are due in the amount of \$1104.84, which includes specials.	Numerous weed mowing cases as follows: September 22, 2005 in the amount of \$111.64, August 9, 2007 in the amount of \$114.99, August 20, 2007 in the amount of \$114.99, October 8, 2007 in the amount of \$114.99, June 24, 2008 in the amount of \$114.99 and October 7, 2008 in the amount of \$120.24.
											Several lot cleanup cases as follows: July 31, 2005 in the amount of \$959.64, January 31, 2006 in the amount of \$787.60 and June 1, 2006 in the amount of \$111.64

**DATE: March 23, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 512 N. INDIANA**

**LEGAL DESCRIPTION: LOT 13 AND 15, ON PLUM NOW INDIAN AVENUE IN CORWIN'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 38 feet in size. Vacant for at least 5 years, this structure has shifting and cracking concrete block walls; badly worn composition roof, with missing shingles; deteriorating front porch; rotted wood trim and framing members; and the 10 x 10 and 8 x 6 foot aluminum accessory sheds are dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

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Date

**DATE: March 23, 2009**

**BCSA GROUP # 1**

**ADDRESS: 512 N. INDIANA**

**ACTIVE FIELD FILE STARTED: June 24, 2002**

**NOTICE(S) ISSUED:** Since June 24, 2002, several notice of improvements and numerous violation notices have been issued. Some repairs progressed from 2002 through 2004. A Uniform Criminal Complaint was issued in 2006. Several extensions have been granted on the Vacant Neglected Building (VNR) case and notice of improvements. It should be noted that the owner has not followed through with the VNR plan to demolish the property.

**PRE-CONDEMNATION LETTER: August 1, 2008**

**TAX INFORMATION:** The 2007 taxes are delinquent in the amount of \$76.74 and the 2008 taxes are due in the amount of \$100.01.

**COST ASSESSMENTS/DATES: None**

**PREMISE CONDITIONS:** Scattered bulky waste and debris.

**VACANT NEGLECTED BUILDING REPORT:** Pending case

**NUISANCE ABATEMENT REPORT:** None

**POLICE REPORT:** None

**FORMAL CONDEMNATION ACTION INITIATED:** December 23, 2008

**RECENT DEVELOPMENTS:** No repairs have been made. Structure is unsecure with a broken east side window.

**OWNER'S PAST CDM HISTORY:** None

**BOARD OF C.S.&A. RECOMMENDATION:** At the February 2, 2009 BCSA hearing there was no party present to represent this property.

Board Member Banuelos made a motion to refer the property to the City Council for condemnation, with ten days to begin razing the structure and ten days to complete the wrecking. Board Member Harder seconded the motion. The motion passed.

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: March 23, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1036 N. MINNESOTA**

**LEGAL DESCRIPTION: LOTS 14, 16 AND 18, ON ROGERS, NOW MINNESOTA AVENUE, ROGER'S SUBDIVISION OF LOT NO. 5 IN TARLTON'S ADDITION OF OUTLOTS TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A two story frame dwelling about 24 x 40 feet in size. Vacant for at least 10 months, this structure has severely shifting and cracking concrete block basement walls; cracked and missing asbestos siding shingles; sagging and badly worn composition roof, with missing shingles; dilapidated front and rear porches; rotted wood trim and framing members; and the 8 x 8 foot metal accessory structure is dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

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Date



**DATE: March 23, 2009**

**BCSA GROUP # 1**

**ADDRESS: 1036 N. MINNESOTA**

**ACTIVE FIELD FILE STARTED: July 26, 2005**

**NOTICE(S) ISSUED:** Since July 26, 2005, a notice of improvement and several violation notices have been issued. Central Inspection has completed an emergency board-up on this property at a cost of \$180.00.

**PRE-CONDEMNATION LETTER: July 3, 2008**

**TAX INFORMATION:** The 2008 taxes are due in the amount of \$329.00, which includes specials.

**COST ASSESSMENTS/DATES:** There is a 2008 special assessment for board-up in the amount of \$187.00 and a pending special for weed cutting in the amount of \$124.45.

**PREMISE CONDITIONS:** Scattered trash and bulky waste.

**VACANT NEGLECTED BUILDING REPORT:** Active case

**NUISANCE ABATEMENT REPORT:** Weed mowing case on September 18, 2008 in the amount of \$120.24.

**POLICE REPORT:** From February 24, 1995 through December 12, 2005 there have been five reported police incidents at this location including transport open container, suspicious character other, larceny A all other \$1000+, larceny B from auto and miscellaneous report.

**FORMAL CONDEMNATION ACTION INITIATED:** December 23, 2008

**RECENT DEVELOPMENTS:** No repairs have been made and the structure is secure.

**OWNER'S PAST CDM HISTORY:** None

**BOARD OF C.S.&A. RECOMMENDATION:** At the February 2, 2009 BCSA hearing there was no one in attendance as a representative for this property.

Board Member Harder made a motion to send the property before the City Council with a recommendation of condemnation, with ten days to start demolition and ten days to complete demolition. Board Member Youle seconded the motion. The motion passed unanimously.

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: March 23, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1522 N. MADISON**

**LEGAL DESCRIPTION: LOTS 122 AND 124, ON MADISON AVE., LOGAN ADDITION, CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 68 feet in size. Vacant and open, this structure has cracked and missing asbestos siding shingles; badly worn composition roof, with missing shingles; and the front, rear and north porches are deteriorated, with cracked and collapsing concrete.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**

**D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

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Date

**DATE: March 23, 2009**

**BCSA GROUP # 1**

**ADDRESS: 1522 N. MADISON**

**ACTIVE FIELD FILE STARTED: March 16, 1992**

**NOTICE(S) ISSUED:** Since March 16, 1992, a notice of improvement and numerous violation notices have been issued. In 1992, some repairs were started. In 1995, the Wichita Fire Department responded to a fire call at this location and the Wichita Police Department responded to a call regarding the property being occupied after placard. In 1996, staff was notified the owner was deceased and the property would be going through probate. In 2001, some repairs were completed, resulting in two violations being cleared. There have been Uniform Criminal Complaints issued regarding this property and it has been the subject of Neighborhood Court.

**PRE-CONDEMNATION LETTER: March 21, 2007**

**TAX INFORMATION:** The 2005 and 2007 taxes are delinquent in the amount of \$298.00 and the 2008 taxes are due in the amount of \$159.55.

**COST ASSESSMENTS/DATES: None**

**PREMISE CONDITIONS:** Bags of trash in rear yard and alley.

**VACANT NEGLECTED BUILDING REPORT: Pending case**

**NUISANCE ABATEMENT REPORT: None**

**POLICE REPORT:** From November 7, 1995 through August 14, 1996 there have been two reported police incidents at this location including other miscellaneous offenses and mental cases.

**FORMAL CONDEMNATION ACTION INITIATED: December 23, 2008**

**RECENT DEVELOPMENTS:** No repairs have been made. The structure is unsecure with an open south side window.

**OWNER'S PAST CDM HISTORY: None**

**BOARD OF C.S.&A. RECOMMENDATION:** At the February 2, 2009 BCSA hearing no one was present to represent this property.

**Board Member Youle made a motion to refer the property to the City Council for condemnation, with ten days to begin wrecking and ten days to complete the demolition. Board Member Harder seconded the motion. The motion was approved.**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: March 23, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1817 N. SPRUCE**

**LEGAL DESCRIPTION: LOTS 80 AND 82, ON SPRUCE AVENUE, STOUT'S  
ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 33 x 25 feet in size. Vacant for at least 10 months, this structure has severely shifting and cracking brick basement walls; deteriorating brick siding and the south side brick wall has fallen; badly worn composition roof; deteriorated front and rear porches, with cracked concrete; and the 8 x 12 foot metal accessory shed is dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. The building has parts, which are so attached that they may fall and injure other property or the public.**

**D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

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Date

**DATE: March 23, 2009**

**BCSA GROUP # 1**

**ADDRESS: 1817 N. SPRUCE**

**ACTIVE FIELD FILE STARTED: March 27, 2008**

**NOTICE(S) ISSUED:** Since March 27, 2008, two violation notices have been issued. In March 2008, the Wichita Fire Department responded to a gas leak call. Central Inspection Housing and Building inspectors were notified regarding the gas leak and determined that the south brick wall had collapsed causing damage to the gas line and meter. Due to this damage the gas and electric meters have been removed. There is an open Neighborhood Nuisance Enforcement case on this property.

**PRE-CONDEMNATION LETTER: September 16, 2008**

**TAX INFORMATION: Current**

**COST ASSESSMENTS/DATES: None**

**PREMISE CONDITIONS:** Bulky waste, tree waste, bricks on south side and a vehicle in the rear yard.

**VACANT NEGLECTED BUILDING REPORT: None**

**NUISANCE ABATEMENT REPORT: None**

**POLICE REPORT:** From May 26, 1992 through December 1, 2008 there have been eight reported police incidents at this location including lost property (4), battery, desertion family/child, transport open container and home accident falls.

**FORMAL CONDEMNATION ACTION INITIATED: December 23, 2008**

**RECENT DEVELOPMENTS:** No repairs have been made and the structure is secure.

**OWNER'S PAST CDM HISTORY: None**

**BOARD OF C.S.&A. RECOMMENDATION:** At the February 2, 2009 BCSA hearing the owner, Andrew Johnson, was present to represent this property.

Mr. Johnson explained that he was not financially able to repair the structure. He asked if there was some type of program available to assist low-income homeowners with needed repairs. Mr. Schroeder replied that Neighborhood Improvement Services has various programs that might have funds to assist Mr. Johnson. Ms. Legge also interjected that she was of the opinion that someone had previously attempted to get financial help for Mr.

**Johnson through Neighborhood Improvement Services, but NIS funds had been depleted at that time, and the cost for the needed repairs were too high.**

**Mr. Johnson told the Board that he would allow the City to demolish the property if he was unable to obtain financial assistance for the repairs.**

**Board Member Coonrod made a motion to refer the property to the City Council for condemnation, with ten days to begin wrecking and ten days to complete the demolition. Board Member Hartwell seconded the motion. The motion carried.**

**Ms Legge explained the condemnation procedure to Mr. Johnson. Mr. Schroeder also told Mr. Johnson that costs for the demolition are assessed against the property if the owner is unable to pay the fees.**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.



**DATE: March 23, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1215 N. GROVE**

**LEGAL DESCRIPTION: LOT 9, AND THE NORTH 15 FEET OF LOT 11, ON GROVE AVENUE, IN TIPPECANOE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28 x 41 feet in size. Vacant and open, this structure has a shifting and cracking concrete block foundation; damaged steel siding; shifting and cracking front and rear porches; rotted wood trim and framing members; and the 20 x 15 foot accessory structure is deteriorated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**

**D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

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Date

**DATE: March 23, 2009**

**BCSA GROUP # 1**

**ADDRESS: 1215 N. GROVE**

**ACTIVE FIELD FILE STARTED: August 12, 1994**

**NOTICE(S) ISSUED:** Since August 12, 1994, several notice of improvements and violation notices have been issued. In 1994 and 1996, some repairs were started. In 2000, work progressed and several violations were cleared. In 2002, staff was notified that the owner (Ruby Key) was deceased and the property would be in probate. On January 23, 2009, April Thompson contacted OCI informing staff that she has had a contractor look at the property. The contractor informed her that the property was beyond repair. She advised that she will be making contact with Mennonite Housing regarding possible options.

**PRE-CONDEMNATION LETTER: March 18, 2008**

**TAX INFORMATION:** The 2005, 2006 and 2007 taxes are delinquent in the amount of \$273.80. The 2008 taxes are due in the amount of \$145.91.

**COST ASSESSMENTS/DATES: None**

**PREMISE CONDITIONS:** There is scattered trash, tree waste and tall grass. The above ground swimming pool is damaged, filled with miscellaneous bulky waste and debris.

**VACANT NEGLECTED BUILDING REPORT: Pending case**

**NUISANCE ABATEMENT REPORT: None**

**POLICE REPORT: None**

**FORMAL CONDEMNATION ACTION INITIATED: December 23, 2008**

**RECENT DEVELOPMENTS:** No repairs have been made. The structure is unsecure with a broken north side window.

**OWNER'S PAST CDM HISTORY: None**

**BOARD OF C.S.&A. RECOMMENDATION:** At the February 2, 2009 BCSA hearing there was no representative present for this property.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation, with ten days to initiate demolition and ten days to complete razing of the structure. Board Member Harder seconded the motion. The motion passed.

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: March 23, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 3**

**ADDRESS: 4953 E. MORRIS**

**LEGAL DESCRIPTION: LOT 4, J & G REPLAT IN EASTWOOD VILLAGE TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32 x 40 feet in size. Vacant for at least 3 years, this structure has rotted masonite and brick siding; sagging and badly worn composition roof, with holes and missing shingles; dilapidated front porch; and the wood trim and framing members are rotted.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

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Date

**DATE: March 23, 2009**

**BCSA GROUP # 1**

**ADDRESS: 4953 E. MORRIS**

**ACTIVE FIELD FILE STARTED: October 14, 2003**

**NOTICE(S) ISSUED:** Since October 14, 2003, a notice of improvement and numerous violation notices have been issued. In 2004, some repairs were made resulting in one violation being cleared. In April 2005, fire damaged was observed at the property. In 2007, some work was started. In 2008, staff was notified the property was in bankruptcy. Central Inspection staff has completed an emergency board-up on May 13, 2008 at a cost of \$171.31 and January 10, 2009 at a cost of \$114.55. This property has also been the subject of neighborhood court.

**PRE-CONDEMNATION LETTER: September 11, 2008**

**TAX INFORMATION:** The 2005, 2006 and 2007 taxes are delinquent in the amount of \$5663.94, which includes specials and interest. The 2008 taxes are due in the amount of \$1104.84, which includes specials.

**COST ASSESSMENTS/DATES:** There is 2008 special assessment for weed cutting in the amount of \$297.27 and 2009 special assessment for weed cutting and graffiti cleanup in the amount of \$427.08. There is pending special in the amount of \$114.55.

**PREMISE CONDITIONS:** Some bulky waste and tree waste

**VACANT NEGLECTED BUILDING REPORT:** Pending case

**NUISANCE ABATEMENT REPORT:** Numerous weed mowing cases as follows: September 22, 2005 in the amount of \$111.64, August 9, 2007 in the amount of \$114.99, August 20, 2007 in the amount of \$114.99, October 8, 2007 in the amount of \$114.99, June 24, 2008 in the amount of \$114.99 and October 7, 2008 in the amount of \$120.24. Several lot cleanup cases as follows: July 31, 2005 in the amount of \$959.64, January 31, 2006 in the amount of \$787.60 and June 1, 2006 in the amount of \$111.64

**POLICE REPORT:** From May 13, 1991 through June 29, 2004 there have been twelve reported police incidents at this location including larceny b all other, disorderly conduct other, larceny b all other, indecent exposure, aggravated indecent liberties, battery, suspicious character other, disturb peace phone call, destruct to auto, other traffic violation impounded auto, burglary residence and burglary residence no force night.

**FORMAL CONDEMNATION ACTION INITIATED: December 23, 2008**

**RECENT DEVELOPMENTS:** No repairs have been made and it is secure.

**OWNER'S PAST CDM HISTORY: None**

**BOARD OF C.S.&A. RECOMMENDATION:** At the February 2, 2009 BCSA hearing there was no one in attendance to represent this property.

**Board Member Harder made a motion to send the property to the City Council for condemnation, with ten days to commence razing the structure and ten days to complete the wrecking. Board Member Youle seconded the motion. The motion passed.**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**Agenda Item No. III-11.**

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Local Matching Funds for Wichita Area Metropolitan Planning Organization to Accelerate Completion of the Metropolitan Transportation Plan 2035.

**INITIATED BY:** Wichita Area Metropolitan Planning Organization

**AGENDA:** New Business

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**Recommendation:** Contribute \$25,000 for local matching funds to the Wichita Area Metropolitan Planning Organization (WAMPO) to accelerate completion of the Metropolitan Transportation Plan (MTP).

**Background:** The WAMPO undertakes regional transportation planning activities, in compliance with federal law and regulations, which enable local jurisdictions to apply for federal and state transportation funding. Without this organization, tens of millions of dollars a year in federal funds would not be available to this metropolitan area.

A critical federal requirement is that the WAMPO develop a new Metropolitan Transportation Plan (MTP) every five years. The next plan must be adopted by the WAMPO by August 2010. Federal rules require consistency between the MTP and the various documents of the WAMPO, the most important of which is the Transportation Improvement Program (TIP). Since the United States Department of Transportation (USDOT) ultimately must approve the TIP they must find that the TIP is consistent with the MTP and all projects are consistent with the goals and priorities of the region. The current plan lacks this consistency. Recent events (the ARRA and several newly proposed projects) have highlighted the deficiencies of the existing plan and caused the WAMPO Transportation Policy Body (TPB) to want to accelerate completion of the MTP.

WAMPO has researched the cost for transportation planning consultants to update the WAMPO MTP to the satisfaction of the USDOT. This work will cost approximately \$250,000. Federal transportation grants to WAMPO can pay up to 80 percent of that cost (\$200,000) but the remaining match of 20 percent (\$50,000) must be local funds.

The WAMPO Transportation Policy Body has directed its staff to request funding from its local government sponsors, the City of Wichita and Sedgwick County, to provide the required 20 percent local matching funds for the use of a federal transportation grant. Each sponsor would have to supply a maximum of \$25,000.

Without the local match, the MTP 2035 will be internally updated and will not be completed until July 2010. Acceleration of the MTP 2035 will provide more accurate information regarding available funding

and also a more accurate listing of projects proposed within the region. Accuracy in this listing is integral to the availability of federal funding.

**Financial Considerations:** The \$25,000 contribution will leverage hundreds of millions of dollars in federal funding during the five-year life of the MTP 2035.

**Goal Impact:** Efficient Infrastructure.

**Legal Considerations:** None.

**Recommendation/Actions:** It is recommended that the City Council contribute \$25,000 for local matching funds to the Wichita Area Metropolitan Planning Organization.

**Attachments:** None.



PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING THE SOUTH CENTRAL NEIGHBORHOOD LAND USE PLAN, FEBRUARY 2009, AS AN AMENDMENT TO THE SOUTH CENTRAL NEIGHBORHOOD PLAN, MAY 2006, AN ELEMENT OF THE WICHITA-SEDGWICK COUNTY COMPREHENSIVE PLAN.

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 *et seq.*, the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2002, 2005, 2006, 2007, and 2008; and

WHEREAS, the Comprehensive Plan may be amended, as needed, to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission in collaboration with the South Central Neighborhood Plan Implementation Committee, South Central Improvement Alliance, South Central Neighborhood Association, and neighborhood stakeholders, undertook the development of the South Central Neighborhood Land Use Plan, February 2009, to establish the desired outcomes for future land use and provide a generalized guide for future rezoning decisions for the South Central Neighborhood; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 to hold a public hearing; and

WHEREAS, , the Wichita-Sedgwick County Metropolitan Area Planning Commission did give notice by publication in the official City and County newspaper on January 29, 2009, of a public hearing on said land use plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on February 19, 2009, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to said land use plan, and approved a resolution adopting the South Central Neighborhood Land Use Plan, February 2009, as an amendment to the South Central Neighborhood Plan, May 2006, an element of The Wichita-Sedgwick County Comprehensive Plan;

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita hereby adopts the South Central Neighborhood Land Use Plan, February 2009, as an amendment to the South Central Neighborhood Plan, May 2006, an element of The Wichita-Sedgwick County Comprehensive Plan; and

SECTION 2. Notice of this action shall be transmitted to the Sedgwick County Board of County Commissioners and to all other taxing subdivisions in the planning area which request a copy of the plan.

SECTION 3. This ordinance shall become effective and be in force from and after its adoption and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPD  
**FROM:** LaShonda Porter, Neighborhood Assistant, District I  
**SUBJECT:** **South Central Neighborhood Land Use Plan**  
**DATE:** March 5, 2009

On Monday, March 2, 2009, the District I Advisory Board considered the proposed land use plan for the South Central Neighborhood. In May 2006, the Wichita City Council adopted the *South Central Neighborhood Plan* as an element of *The Wichita-Sedgwick County Comprehensive Plan*. The *South Central Neighborhood Plan* contains 36 initiatives for revitalizing the South Central Neighborhood, which is bounded by Kellogg on the north, the Arkansas River on the west and south, and Washington on the east. Three of these initiatives pertain to land use and zoning in the neighborhood. These initiatives are 8.1 Residential Rezoning, 10.1 Development Standards, and 13.2 East Bank River Center.

On September 11, 2008, the MAPC initiated implementation of these initiatives at the request of the South Central Neighborhood Plan Implementation Committee, the South Central Improvement Alliance and the South Central Neighborhood Association.

The MAPC assigned responsibility for developing the Land Use Plan called for in the rezoning initiatives to the Advance Plans Committee. The Advance Plans Committee held several public meetings to develop the plan and on December 4, 2008, voted to endorse the "South Central Neighborhood Land Use Plan." The Land Use Plan visually portrays and verbally describes the land use and development policies for the neighborhood. The Land Use Plan is proposed to be adopted as an amendment of the *South Central Neighborhood Plan*, at which point it would become official City policy for guiding future land use and zoning decisions.

**The DAB members voted 7-0 to recommend that City Council adopt the land use plan as an amendment of the South Central Neighborhood Plan.**

LP  
03-05-09



**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPD  
**FROM:** Janet Johnson, Neighborhood Assistant, District III  
**SUBJECT:** **South Central Neighborhood Land Use Plan**  
**DATE:** Feb. 10, 2009

On Wednesday, Feb. 4, 2009, the District III Advisory Board considered the proposed land use plan for the South Central Neighborhood. In May 2006, the Wichita City Council adopted the *South Central Neighborhood Plan* as an element of *The Wichita-Sedgwick County Comprehensive Plan*. The *South Central Neighborhood Plan* contains 36 initiatives for revitalizing the South Central Neighborhood, which is bounded by Kellogg on the north, the Arkansas River on the west and south, and Washington on the east. Three of these initiatives pertain to land use and zoning in the neighborhood. These initiatives are 8.1 Residential Rezoning, 10.1 Development Standards, and 13.2 East Bank River Center.

On September 11, 2008, the MAPC initiated implementation of these initiatives at the request of the South Central Neighborhood Plan Implementation Committee, the South Central Improvement Alliance and the South Central Neighborhood Association.

The MAPC assigned responsibility for developing the Land Use Plan called for in the rezoning initiatives to the Advance Plans Committee. The Advance Plans Committee held several public meetings to develop the plan and on December 4, 2008, voted to endorse the "South Central Neighborhood Land Use Plan." The Land Use Plan visually portrays and verbally describes the land use and development policies for the neighborhood. The Land Use Plan is proposed to be adopted as an amendment of the *South Central Neighborhood Plan*, at which point it would become official City policy for guiding future land use and zoning decisions.

**The DAB members voted 9-0 to recommend that City Council adopt the land use plan as an amendment of the South Central Neighborhood Plan.**

JCJ  
02-10-09

**Case No.: DR2008-06** - Request Adoption of the "South Central Neighborhood Land Use Plan", as an amendment of the South Central Neighborhood Plan.

**Background:** The *South Central Neighborhood Plan* was adopted as an element of *The Wichita-Sedgwick County Comprehensive Plan* in May 2006. The South Central Implementation Committee is a group of citizen volunteers that is leading the implementation efforts for the *South Central Neighborhood Plan*. The South Central Implementation Committee submitted a written request that the Metropolitan Area Planning Commission (MAPC) initiate the zoning amendments recommended by the *South Central Neighborhood Plan, May 2006*. On September 11, 2008, the MAPC voted to initiate the requested amendments and assigned the Advance Plans Committee to oversee the South Central Rezoning Initiative.

The Advance Plans Committee held several meetings to discuss the South Central Rezoning Initiative, and on December 4, 2008, voted to endorse the attached *South Central Neighborhood Land Use Plan, February 2009*. The purpose of the Plan is to visually portray and verbally describe future land use and development policies for the South Central Neighborhood. These policies are proposed to be officially adopted as an amendment of the *South Central Neighborhood Plan, May 2006*, and would establish the desired outcomes for future land use and provide a generalized guide for future rezoning decisions. Additionally, the Plan would provide the foundation for the city-initiated rezoning of residential properties in the neighborhood that was authorized by the MAPC on September 11, 2008.

At the MAPC hearing on January 22, 2009, the MAPC received a briefing on the proposed *South Central Neighborhood Land Use Plan, February 2009*, and passed a motion to set a public hearing date of February 19, 2009, to hear formal public feedback on the proposed Plan.

**SCOTT KNEBEL**, Planning Staff presented the Staff Report.

**FOSTER** said he would like to compliment staff on a well written document, and said from his standpoint it was easy to read and grasp the information presented. He mentioned several typographical errors, which staff noted for correction.

**MTICHELL** said he would also like to compliment **KNEBEL**, commenting that it was the best presentation he has ever seen and added that the exhibit was great.

**DALE CHURCHMAN, 1357 SOUTH BROADWAY, CHAIRMAN OF THE SOUTH CENTRAL IMPLEMENTATION COMMITTEE** said the Committee consists of citizen volunteers who are leading the implementation efforts for the South Central Neighborhood Plan. He said they have worked hard in cooperation with the Planning Department to develop a neighborhood plan aimed at the revitalization of the south central area. He said it is an extensive and long-range program. He said after the plan was adopted approximately 3 years ago, they have been encouraged by successes in implementing several of the initiatives but there is still much to do. He said this proposed land use plan addresses a number of the most important initiatives of the Neighborhood Plan and would move them further along the road of success to reaching the goals of the Plan. He concluded by urging the MAPC'S approval and support on behalf of the Implementation Committee.

**MOTION:** To approve subject to staff recommendation.

**HILLMAN** moved, **MILLER STEVENS** seconded the motion, and it carried (12-0).

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## **RESOLUTION**

### **WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION**

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 et seq., the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2002, 2005; 2006, 2007, and 2008; and

WHEREAS, the Comprehensive Plan may be amended as needed to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission in collaboration with the South Central Neighborhood Plan Implementation Committee, South Central Improvement Alliance, South Central Neighborhood Association, and neighborhood stakeholders, undertook the development of the South Central Neighborhood Land Use Plan, February 2009, to establish the desired outcomes for future land use and provide a generalized guide for future rezoning decisions for the South Central Neighborhood; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 et seq. to hold a public hearing; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give notice by publication in the official City and County newspaper on January 29, 2009, of a public hearing on said land use plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on February 19, 2009, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to said land use plan, and approved a resolution adopting the South Central Neighborhood Land Use Plan, February 2009, as an amendment to the South Central Neighborhood Plan, May 2006, an element of The Wichita-Sedgwick County Comprehensive Plan; and

NOW, BE IT THEREFORE RESOLVED, the Wichita-Sedgwick County Metropolitan Area Planning Commission hereby adopts the South Central Neighborhood Land Use Plan, February 2009, as an amendment to the South Central Neighborhood Plan, May 2006, an element of The Wichita-Sedgwick County Comprehensive Plan; and

BE IT FURTHER RESOLVED, that notice of this action be transmitted to the City Council of the City of Wichita and to the Sedgwick County Board of County Commissioners for their consideration and adoption.

ADOPTED at Wichita, Kansas, this 19<sup>th</sup> day of February 2009.

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Darrell Downing, Chairman  
Wichita-Sedgwick County  
Metropolitan Area Planning Commission

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John L. Schlegel, Secretary  
Wichita-Sedgwick County  
Metropolitan Area Planning Commission

Approved as to Form:

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Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** DR2008-06: South Central Neighborhood Land Use Plan (Districts I and III)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Non-Consent)

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**MAPC Recommendations:** Approve (12-0).

**MAPD Staff Recommendations:** Approve.

**DAB Recommendations:** DAB I, Approve (7-0).  
DAB III, Approve (9-0).

**Background:** In May 2006, the Wichita City Council adopted the *South Central Neighborhood Plan* as an element of *The Wichita-Sedgwick County Comprehensive Plan*. The *South Central Neighborhood Plan, May 2006* contains 36 initiatives for revitalizing the South Central Neighborhood, which is bounded by Kellogg on the north, the Arkansas River on the west and south, and Washington on the east. Three of these initiatives pertain to land use and zoning in the neighborhood. These initiatives are 8.1 Residential Rezoning, 10.1 Development Standards, and 13.2 East Bank River Center. On September 11, 2008, the Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC) initiated implementation of these initiatives at the request of the South Central Neighborhood Plan Implementation Committee, the South Central Improvement Alliance, and the South Central Neighborhood Association. The MAPC assigned responsibility for developing the land use plan called for in the rezoning initiatives to the Advance Plans Committee. The Advance Plans Committee held several public meetings attended by South Central Neighborhood residents and business owners to develop the land use plan. On December 4, 2008, the Advance Plans Committee unanimously voted (6-0) to recommend adoption of a land use plan for the South Central Neighborhood by the MAPC.

**Analysis:** At the conclusion of the official public hearing held on February 19, 2009, the MAPC unanimously voted (12-0) to adopt the attached *South Central Neighborhood Land Use Plan, February 2009*. The Plan visually portrays and verbally describes the land use and development policies for the neighborhood. The Plan is recommended for adoption by the City Council as an amendment of the *South Central Neighborhood Plan, May 2006*, at which point it would become official policy for guiding future land use and zoning decisions for the South Central Neighborhood. The Plan is comprised of three elements:

1. **Land Use Categories** – The “Land Use Categories” describe the desired future land uses for the neighborhood. Since the neighborhood is well-established, many of the land use categories reflect existing land uses in the neighborhood. Other land use categories reflect the desired outcomes of neighborhood redevelopment.
2. **Land Use Guide Map** – The “Land Use Guide Map” visually portrays desired outcomes for future land use by displaying the “Land Use Categories” on a map of the neighborhood. The “Land Use Guide Map” is intended to be used with a sense of flexibility and adapt to changes, new information, and market conditions.



- 3. Locational Guidelines** – The “Locational Guidelines” are essentially best planning practices that encourage desirable patterns of development, strive for compatibility of land use, and promote attractive urban design principles. The “Locational Guidelines” provide policy guidance for future decisions regarding rezoning and changes to development standards. As with the “Land Use Guide Map,” the “Locational Guidelines” are intended to be used with a sense of flexibility.

The Plan was considered by District Advisory Board III on February 2, 2009, and DAB III voted (9-0) to recommend adoption of the Plan. On March 2, 2009, District Advisory Board I considered the Plan and voted (7-0) to recommend adoption of the Plan.

**Financial Considerations:** None.

**Goal Impact:** The “South Central Neighborhood Land Use Plan” addresses the Quality of Life goal by promoting desired future land uses for the neighborhood.

**Legal Considerations:** The MAPC, in accordance with Kansas state statutes, held a public hearing for the proposed *South Central Neighborhood Land Use Plan, February 2009*, on February 19, 2009, with the required notice of public hearing published in the official City newspaper on January 29, 2009. The MAPC approved a resolution adopting the Plan as an amendment to the *South Central Neighborhood Plan, May 2006*, an element of *The Wichita-Sedgwick County Comprehensive Plan*. The adopting Ordinance has been reviewed and approved as to form.

**Recommendation/Actions:** Adopt the *South Central Neighborhood Land Use Plan, February 2009*, as an amendment to the *South Central Neighborhood Plan, May 2006*, an element of *The Wichita-Sedgwick County Comprehensive Plan* and approve first reading of the Ordinance. Instruct the City Clerk to schedule the Ordinance for second reading and publication in the official City newspaper.

**Attachments:** *South Central Neighborhood Land Use Plan, February 2009*  
MAPC Minutes Excerpt  
MAPC Resolution  
DAB I Memo  
DAB III Memo  
Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2008-00068**

A zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") with the provisions of Community Unit Development Plan-318 on property described as:

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6<sup>th</sup> P.M. Sedgwick County, Kansas described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 805.46 feet; thence S14°10'35"E, 401.95 feet to a point 40 feet North of the North line of U.S. 54 Highway as deeded on Film 2144, Page 1847; thence N74°04'48"E parallel with and 40 feet North of said U.S. 54 Highway, 258.59 to a point on the West line of Miles Lakewood Village Second Addition, Wichita Sedgwick County, Kansas; thence S01°28'11"E along the West line of said Miles Lakewood Village Second Addition, and Davis Moore 12<sup>th</sup> Addition, Wichita Sedgwick County, Kansas, 41.31 feet to a point on the North line of said U.S. 54 Highway; thence S74°04'48"W along said U.S. 54 Highway, 419.31 feet; thence S15°55'12"E, 125 feet; thence S71°17'23"W, 324.5 feet; thence S76°05'36"W, 210.7 feet; thence S83°50'05"W, 19.89 feet to the S.E. corner Lot 1, Block A, Quiktrip 10<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas; thence N01°19'41"W, 236.41 feet to the N.E. corner of said Quiktrip 10<sup>th</sup> Addition; thence S88°12'33"W along the North line of said Quiktrip 10<sup>th</sup> and the North line of Lot 1, Block A, Quiktrip 8<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas, 236 feet to a bend point in the East line of said Quiktrip 8<sup>th</sup> Addition; thence N01°18'15"W along the East line of said Quiktrip 8<sup>th</sup> Addition and Kansas State Bank Addition, 500 feet to the point of beginning.

Wichita, Sedgwick County, Kansas; generally located north of Kellogg Street and east of Maize Road.

**SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY AND THE PROVISIONS OF COMMUNITY UNIT DEVELOPMENT PLAN-318**

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED AT WICHITA, KANSAS,** \_\_\_\_\_

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

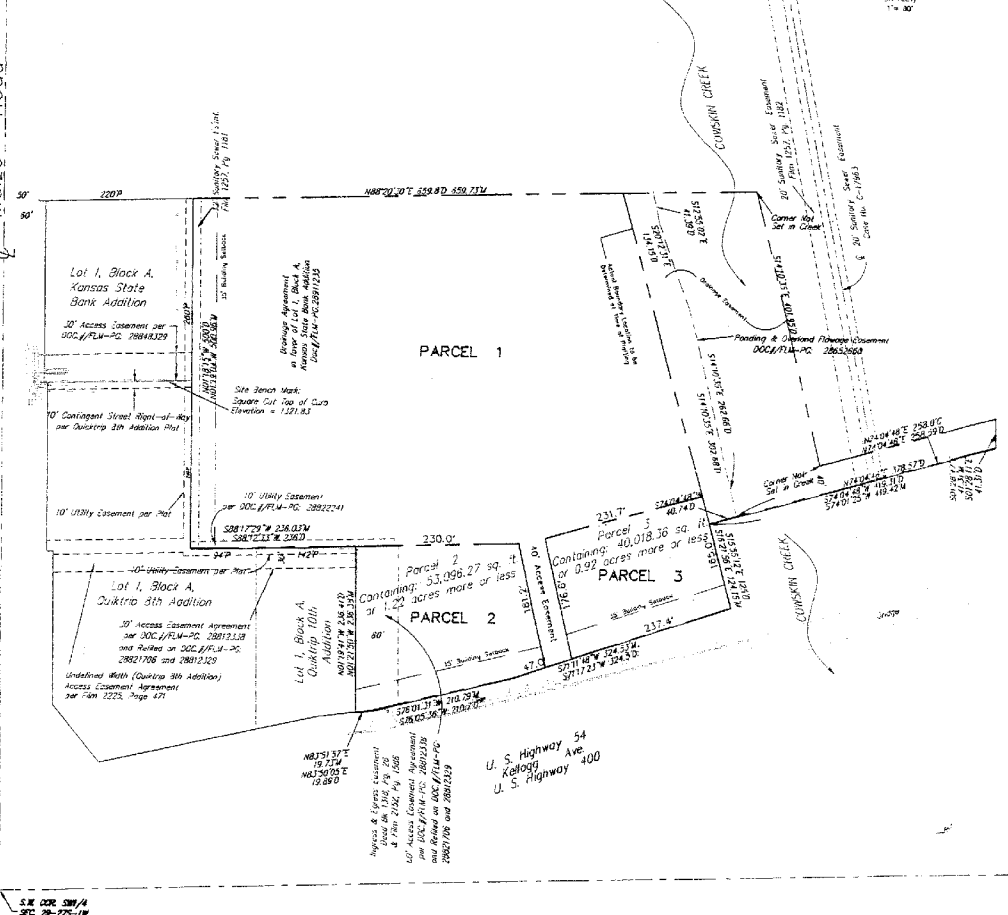
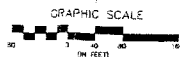
Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

CUP 2008-46 (DP-318) / Zon 2008-68

110080'

Maize Road



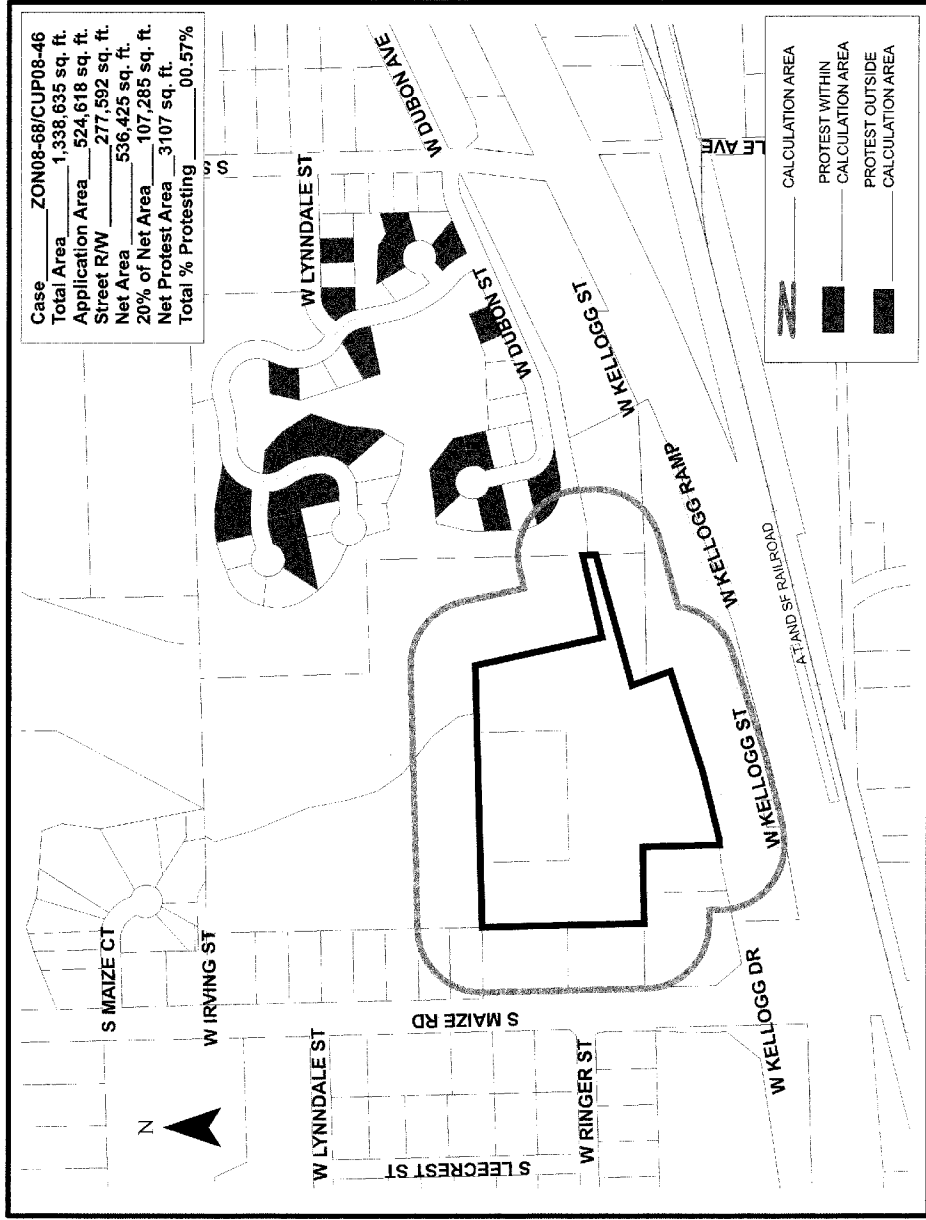
# GENERAL PROVISIONS

- THIS DEVELOPMENT CONTAINS 12.03 ACRES, MORE OR LESS.
- THE DEVELOPMENT CONTAINS THREE (3) PARCELS PERMITTING LIMITED COMMERCIAL USES. SEE PARCEL DESCRIPTION (GENERAL PROVISION NO. 20) FOR SPECIFIC USES.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- SIGNAGE SHALL BE PERMITTED AS ALLOWED BY THE SIGN CODE, CITY CODE TITLE 24.04, WITH THE FOLLOWING ADDITIONAL CONDITIONS/LIMITATIONS:
  - NO PORTABLE SIGNS SHALL BE PERMITTED.
  - TEMPORARY ADVERTISING DECORATION OR BANNER-TYPE SIGNS AS ALLOWED BY THE SIGN CODE, EXCLUDING BANNER OR PENNANT SIGNS, SHALL BE LIMITED TO NO MORE THAN 10 SQUARE FEET IN SIZE, TO NO MORE THAN 15 DAY PLACEMENTS, AND TO NO MORE THAN THREE SUCH BANNER OR ADVERTISING DECORATION SIGNS IN THE CUP AT ANY TIME. ANY ADVERTISING DECORATION OR BANNER SIGNS SHALL BE SECURELY ATTACHED TO A BUILDING, WALL OR FENCE.
  - EXPOSED NEON/LED LIGHTS USED AS ACCENT FEATURES SHALL BE ALLOWED.
- ALL DRAINAGEWAYS AND DRAINAGE EASEMENTS SHALL BE CONFIRMED AT THE TIME OF PLATTING. A SPECIFIC LOT GRADING PLAN WILL BE PREPARED IN CONFORMANCE WITH THE GENERAL DRAINAGE CONCEPT PLAN FOR REVIEW PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- ANY OPEN SPACE, SIGNS, LOGOS, DRAINAGE FACILITIES, DRIVES OR PARKING AREAS CONTAINED WITHIN THE DESCRIBED PARCELS SHALL BE PRIVATELY OWNED AND MAINTAINED. IF MULTIPLE OWNERSHIP OCCURS AN AGREEMENT PROVIDING FOR MAINTENANCE OF RESERVES, OPEN SPACE, INTERNAL DRIVES, PARKING AREAS, DRAINAGE IMPROVEMENTS, ETC. SHALL BE FILED WITH THE PLAT.
- PARKING SHALL BE PROVIDED IN ACCORDANCE WITH THE UNIFIED ZONING CODE OF THE CITY OF WICHITA. PARKING AND DRIVES SHALL BE HARD SURFACED WITH CONCRETE OR ASPHALT.
- FIRE LANES:
  - FIRE LANES SHALL BE IN ACCORDANCE WITH THE APPROPRIATE FIRE CODE OF THE CITY OF WICHITA. ALTHOUGH THEY MAY BE USED FOR PASSENGER LOADING AND UNLOADING.
  - DURING BUILDING PERMIT REVIEW THE FIRE CHIEF OR HIS DESIGNATED REPRESENTATIVE SHALL REVIEW AND APPROVE THE SITE PLAN REGARDING FIRE LANES AND FIRE HYDRANT LOCATION, PRIOR TO CONSTRUCTION.
- ACCESS CONTROL: AS SHOWN ON THE RECORDED PLAT, IF THE ACCESS CONTROLS OF THE RECORDED PLAT ARE ALTERED BY AN APPROVED VACATION ORDER OF THE WICHITA CITY COUNCIL, THE CUP SHALL BE CONSIDERED TO HAVE BEEN ADJUSTED ACCORDINGLY.
- CROSS LOT CIRCULATION AND INTERNAL ACCESS SHALL BE PROVIDED AT THE TIME OF PLATTING. AN INTERNAL CIRCULATION DRIVE SHALL PROVIDE CROSS-LOT ACCESS ALONG THE LINE BETWEEN OUT PARCELS, AND ALSO THE MAIN PARKING AREA IF DEVELOPED WITH A COMMERCIAL USE.
- THE TRANSFER OF TITLE ON ALL OR ANY PORTION OF THE LAND INCLUDED IN THE CUP, DOES NOT CONSTITUTE A TERMINATION OF THE PLAN OR ANY PORTION THEREOF, BUT SHALL RUN WITH THE LAND AND BE BINDING UPON THE PRESENT OWNERS, THEIR SUCCESSORS AND ASSIGNS AND THEIR LESSEES UNLESS AMENDED. ANY MAJOR CHANGES IN THIS DEVELOPMENT PLAN SHALL BE SUBMITTED TO THE PLANNING COMMISSION FOR ITS CONSIDERATION.
- NO DEVELOPMENT OF THE CUP SHALL OCCUR UNTIL MUNICIPAL WATER AND SEWER SERVICES HAVE BEEN EXTENDED TO SERVE THE SITE.
- ALL LIGHTS SHALL BE SHIELDED TO REFLECT LIGHT DOWNWARD OR DIRECT LIGHT AWAY FROM RESIDENTIAL AREAS. LIGHT POLES ON PARCELS SHALL BE LIMITED TO 24 FEET IN HEIGHT. ALL PARKING LOT LIGHTING WITHIN THE CUP SHALL SHARE CONSISTENT DESIGN (I.E. FIXTURES, POLES, LAMP BASES).
- TRASH RECEPTACLES SHALL BE APPROPRIATELY SCREENED TO REASONABLY HIDE THEM FROM GROUND VIEW. SCREENING SHALL BE CONSTRUCTED OF MATERIALS AND/OR LANDSCAPING COMPATIBLE WITH AND COMPLEMENTARY TO THE EXTERIOR OF THE BUILDINGS TO WHICH THE TRASH RECEPTACLE PROVIDES SERVICE. LOADING DOCKS AND SERVICE AREAS SHALL ALSO BE SCREENED FROM 17TH STREET NORTH AND HYDRAULIC AVE. WITH SCREENING WALLS AND/OR LANDSCAPING APPROVED BY THE PLANNING DIRECTOR.
- ON ALL PARCELS ROOF-TOP EQUIPMENT SHALL BE SCREENED FROM GROUND LEVEL VIEW FROM ADJACENT RESIDENTIAL AREAS. NO ROOF-TOP FENCING ALLOWED.
- DEVELOPMENT OF ALL PARCELS WITHIN THE CUP SHALL COMPLY WITH THE LANDSCAPE ORDINANCE OF THE CITY OF WICHITA. A LANDSCAPE PLAN SHALL BE PREPARED BY A STATE OF KANSAS REGISTERED LANDSCAPE ARCHITECT FOR THE REQUIRED LANDSCAPING, INDICATING THE TYPE, LOCATION AND SPECIFICATIONS OF ALL PLANT MATERIAL. THIS PLAN SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT FOR THEIR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- ALL BUILDINGS OF THE SAME GENERAL LAND USE SHALL HAVE CONSISTENT EXTERIOR BUILDING MATERIALS WITH CONSISTENT ARCHITECTURAL CHARACTER, FORM, COLOR, AND TEXTURE.
- A FINANCIAL GUARANTEE FOR THE PLANT MATERIAL APPROVED ON THE LANDSCAPE PLAN FOR THAT PORTION OF THE CUP BEING DEVELOPED SHALL BE REQUIRED PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT, IF THE REQUIRED LANDSCAPING HAS NOT BEEN PLANTED.
- ALL PARCELS IN THE CUP SHALL SHARE A SIMILAR OR COMPATIBLE PLANT PALETTE, AS DETERMINED BY THE REGISTERED LANDSCAPE ARCHITECT PREPARING REQUIRED PLAN.
- THE FOLLOWING USES SHALL BE PROHIBITED IN ALL PARCELS: COMMUNITY ASSEMBLY, DAY CARE, GROUP HOMES, HOSPITAL, LIMITED ANIMAL CARE, AUTOMATED TELLER MACHINE, BANK OR FINANCIAL INSTITUTION, BROADCAST RECORDING STUDIO, HOTEL/MOTEL, MEDICAL SERVICE, GENERAL OFFICE, PERSONAL CARE, PERSONAL IMPROVEMENT SERVICE, PRINTING AND PUBLISHING, RECREATION AND ENTERTAINMENT HOODS, GENERAL RETAIL, AND NO CONVENIENCE STORES WITH GAS ISLANDS. RESTAURANTS WITH DRIVE THRU OR DRIVE IN SERVICE, SERVICE STATIONS, OR VEHICLE REPAIR WHEN LOCATED WITHIN 200 FEET OF RESIDENTIAL ZONING, THE CUP PROHIBITS OVERHEAD DOORS FOR VEHICULAR REPAIR OR VEHICULAR SERVICE FACING RESIDENTIAL ZONING DISTRICTS.
- COMPATIBILITY SETBACK STANDARDS WILL NOT BE APPLICABLE FOR THE NORTH AND EAST PROPERTY LINES.
- SCREENING WALL REQUIREMENTS PER THE UZC SHALL NOT BE APPLICABLE FOR THE NORTH AND EAST PROPERTY LINES.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL APPROVALS ARE RECEIVED FROM FEMA, DNR AND/OR THE CORPS FOR THE FLOOD-PLAIN REMOVAL WORK.
- THE 35 FOOT BUILDING SETBACKS ALONG THE NORTH AND EAST PROPERTY LINES AS REQUIRED BY THE UZC SHALL NOT BE APPLICABLE.
- BUILDING SIGNAGE ON PARCEL 1 IS ALLOWED ON THE EAST SIDE OF THE BUILDING WHEN THE BUILDING IS ORIENTED SUCH THAT THE FRONT OF THE BUILDING IS FACED SOUTHWEST.

PARCEL NO. 1	PARCEL NO. 2	PARCEL NO. 3	PARCEL NO. 4
NET AREA - 431,022.50 SQ. FT. (9.89 ACRES)	NET AREA - 53,098.27 SQ. FT. (1.22 ACRES)	NET AREA - 40,018.36 SQ. FT. (0.92 ACRES)	NET AREA - 40,018.36 SQ. FT. (0.92 ACRES)
MAXIMUM BUILDING COVERAGE - 30%	MAXIMUM BUILDING COVERAGE - 30%	MAXIMUM BUILDING COVERAGE - 30%	MAXIMUM BUILDING COVERAGE - 30%
TOTAL NUMBER OF BUILDINGS - 3	TOTAL NUMBER OF BUILDINGS - 3	TOTAL NUMBER OF BUILDINGS - 3	TOTAL NUMBER OF BUILDINGS - 3
MAXIMUM BUILDING HEIGHT - 35 FEET	MAXIMUM BUILDING HEIGHT - 35 FEET	MAXIMUM BUILDING HEIGHT - 35 FEET	MAXIMUM BUILDING HEIGHT - 35 FEET
GROSS FLOOR AREA RATIO: 45%	GROSS FLOOR AREA RATIO: 30%	GROSS FLOOR AREA RATIO: 30%	GROSS FLOOR AREA RATIO: 30%

## LEGAL DESCRIPTION

THAT PART OF THE SW1/4 SECTION 29, TOWNSHIP 27, SOUTH, RANGE 1 WEST OF THE 6TH P.M. SEDGWICK COUNTY, KANSAS DESCRIBED AS BEGINNING AT THE N.E. CORNER OF LOT 1, BLOCK A, KANSAS STATE BANK ADDITION, WICHITA SEDGWICK COUNTY, KANSAS BEING A COMMON CORNER OF THE S.E. CORNER OF LOT 3, VERDA VISTA SEDGWICK COUNTY, KANSAS, THENCE N89°15'00"E ALONG THE COMMON LINE 1/3 EXTENDED EAST, 828.68 FEET, THENCE S74°07'35"E, 401.95 FEET TO A POINT 40 FEET NORTH OF THE NORTH LINE OF U.S. 34 HIGHWAY AS DEEDED ON FILE 2144, PAGE 1547; THENCE N74°44'48"E PARALLEL WITH AND 40 FEET NORTH OF SAID U.S. 34 HIGHWAY, 258.53 TO A POINT ON THE WEST LINE OF MILES LAKEWOOD VILLAGE SECOND ADDITION, WICHITA SEDGWICK COUNTY, KANSAS; THENCE S01°28'11"E ALONG THE WEST LINE OF SAID MILES LAKEWOOD VILLAGE SECOND ADDITION, AND DAVIS MOORE 12TH ADDITION, WICHITA SEDGWICK COUNTY, KANSAS, 41.31 FEET TO A POINT ON THE NORTH LINE OF SAID U.S. 34 HIGHWAY; THENCE S74°04'48"W ALONG SAID U.S. 34 HIGHWAY, 419.31 FEET, THENCE S15°50'12"E, 125 FEET, THENCE S71°17'23"W, 324.5 FEET, THENCE S76°02'55"W, 210.7 FEET; THENCE S83°05'05"W, 19.89 FEET TO THE S.E. CORNER LOT 1, BLOCK A, QUINTRIP 10TH ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE N01°19'41"W, 238.41 FEET TO THE N.E. CORNER OF SAID QUINTRIP 10TH ADDITION; THENCE S82°12'33"W ALONG THE NORTH LINE OF SAID QUINTRIP 10TH AND THE NORTH LINE OF LOT 1, BLOCK A, QUINTRIP 8TH ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, 236 FEET TO A BEND POINT IN THE EAST LINE OF SAID QUINTRIP 8TH ADDITION; THENCE N01°18'15"W ALONG THE EAST LINE OF SAID QUINTRIP 8TH ADDITION AND KANSAS STATE BANK ADDITION, 300 FEET TO THE POINT OF BEGINNING.



- (3) All improvements shall be according to City Standards and at the applicant's expense.
- (4) Per MAPC Policy Statement #7, all conditions shall be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

**MOTION:** To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

MITCHELL moved, SHERMAN seconded the motion, and it carried (11-0).

#### PUBLIC HEARINGS

4. **Case No.: ZON2008-68 and CUP2008-46** - Wichita Towers, LLC & Maize 54, LLC (applicants/owners); Poe & Associates c/o Tim Austin (agent) Request City zone change from SF-5 Single-family Residential to LC limited Commercial and creation of City Community Unit Plan for commercial development on property described as:

That part of the SW ¼ Section 29, Township 27, South, Range 1 West of the 6<sup>th</sup> P.M. Sedgwick County, Kansas described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30" E along the common line as extended East, 805.46 feet; thence S14°10'35" E, 401.95 feet to a point 40 feet North of the North line of U.S. 54 Highway as deeded on Film 2144, Page 1847; thence N74°04'48" E parallel with and 40 feet North of said U.S. 54 Highway, 258.59 to a point on the West line of Miles Lakewood Village Second Addition, Wichita Sedgwick County, Kansas; thence S01°20'11" E along the West line of said Miles Lakewood Village Second Addition, and David Moore 12<sup>th</sup> Addition, Wichita Sedgwick County, Kansas, 41.31 feet to a point on the North line of said U.S. 54 Highway; thence S74°04'48" W along said U.S. 54 Highway, 419.31 feet; thence S15°55'12" E, 125 feet; thence S71°17'23" W, 324.5 feet; thence S76°05'36" W, 210.7 feet; thence S83°50'05" W, 19.89 feet to the S.E. corner of Lot 1, Block A, Quiktrip 10<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas; thence N01°19'41" W, 236.41 feet to the N.E. corner of said Quiktrip 10<sup>th</sup> Addition; thence S88°12'33" W along the North line of said Quiktrip 10<sup>th</sup> and the North line of Lot 1, Block A, Quiktrip 8<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas, 236 feet to a bend point in the East line of said Quiktrip 8<sup>th</sup> Addition; thence N01°18'15" W along the East line of said Quiktrip 8<sup>th</sup> Addition and Kansas State Bank Addition, 500 feet to the point of beginning. Generally located on the northeast corner of Maize Road and Kellogg Street.

**BACKGROUND:** The applicants request a zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") on approximately a 12.03-acre unplatted tract. The requested LC zoning supports the creation of Commercial Community Unit Plan CUP DP-318. DP-318 consists of the 9.89-acre Parcel 1 and the two smaller out Parcels 2 (1.22-acres) and 3 (0.92-acres). The proposed CUP has frontage on Kellogg Street and proposed access onto Maize Road.

The proposed uses for all Parcels are: community assembly, day care, group homes, hospital, limited animal care, automated teller machine, bank or financial institution, broadcast recording studio, hotel/

motel, medical service, general office, personal care, personal improvement service, printing and publishing, recreation and entertainment indoors, general retail, and no convenience stores with gas islands, restaurants with drive thru or drive in service, service stations, or vehicle repair when located within 200 feet of residential zoning. The CUP prohibits overhead doors for vehicular repair or vehicular service facing residential zoning districts.

The CUP's proposed maximum building coverage is 30%; floor area ratio is 30%, except for Parcel 1 which proposes a 45% floor area ratio. The proposed maximum building height is 35 feet, except for Parcel 1, which has a proposed 55-foot maximum building height. Because Parcel 1 abuts SF-5 zoning on its north, east and south sides, compatibility height standards (Art IV, Sec IV-C, 5(a)) of a maximum building height of 35 feet, when within 50 feet of the lot line of property zoned TF-3 Two-family Residential ("TF-3") or more restrictive are in effect. The LC zoning district allows a maximum height of 80 feet. The applicant is requesting a waiver of the compatibility height standards as well as the CUP standards for the minimum 35-foot setback and the 6-8-foot tall screening wall.

When considering a CUP the Planning Commission or the Governing Body can reduce or waive height standards, as well setbacks, including compatibility setbacks, lot coverage, parking and/or screening requirements in this section and elsewhere in the code as part of the approval or amendment of a CUP, where the objectives of the Comprehensive Plan and good planning practices are furthered, provided the Planning Commission or the Governing Body must set forth an explanation of how such modification or waiver meets the criteria and purpose of this section; Art III, Sec III, 2-d.

The subject property has been scraped clean and a significant portion of it is identified as being in the FEMA floodway and flood zone. The floodway and flood zone spread out from both sides of the Cowskin Creek, which flows through or runs against an eastern portion of the subject property. The city has recently made improvements to this area around the Cowskin to improve the drainage around and through the Cowskin, which has been prone to flooding, causing repeated damage to residences and properties around it. The Cowskin comes onto the subject property from the north and exits it, flowing south under the Kellogg/US 54 overpass and frontage roads.

Abutting the north side of the subject property is undeveloped SF-5 zone land, some of it owned by the applicant, with most of it identified as being in the FEMA (Cowskin) floodway and flood zone. Northwest of the subject site and abutting the just mention undeveloped land is a single line of SF-5 zoned single-family residences (most built in the late 1950s) that face Maize Road. Abutting the west side of the subject property is a LC zoned bank and an undeveloped lot. Where the LC zoned bank property ends and the SF-5 zoned residences begin, marks the north end of the subject property. Abutting the south side of the subject property is an LC zoned Quick-Trip convenience store & its enclosed automated car wash. The bank and the Quick-Trip development have all been built since 2001. The subject property has frontage and proposed access onto the Kellogg frontage road, which is one-way west. East of the subject property and across the Cowskin is developed, SF-5 zoned, single-family residential subdivisions. There is a thick grouping of trees between the Cowskin (on its east bank, off of the subject property) and these single-family residences.

**CASE HISTORY:** The site used to be a farmstead with access to Maize Road and Kellogg. It currently has been scraped clean. The proposed access onto Maize Road appears to be in the same location of the old private drive to the farmstead. In 2004 Public Works acquired a perpetual easement for ponding and overland flowage, located along the eastern portion of the subject property (and beyond) where the Cowskin Creek flows through it or abuts it. The easement was obtained as part of the City's efforts to lessen the risk of flooding through the Cowskin Creek drainage area.

**ADJACENT ZONING AND LAND USE:**

NORTH:	SF-5	Undeveloped property
SOUTH:	LC, SF-5	Quick Trip convenience store & enclosed automated car wash, City owned property associated with Kellogg Street/US 54 & Cowskin Creek drainage
EAST:	SF-5	Cowskin Creek, undeveloped property, single-family residential
WEST:	LC	Undeveloped lot, bank

**PUBLIC SERVICES:** Maize Road is a four lane principal arterial, with turn lanes. Kellogg Street/US 54 is an east – west urban freeway and runs through the most area of the City. Its one-way west frontage road runs in front of the subject property with two thru lanes and two turn lanes. Current traffic counts are between 28,900 – 45,800 ADT's. All other normal public services are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The “2030 Wichita Functional Land Use Guide” map depicts the interior portion of the site (Parcel 1 of the CUP) as appropriate for “urban residential” uses. It depicts the portion (Parcels 2 and 3) along the Kellogg frontage road as appropriate for “regional commercial”. This classification encompasses major destination areas containing concentrations of commercial, office, and personal service uses that have a predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships, and big box retail outlets with a regional market draw. Regional Commercial areas may also include higher density residential housing and uses typically found in Local Commercial areas. The applicant's proposed LC zoning gives the subject property, with its frontage limited to Kellogg and encumbered with drainage, an interior thrust to line up behind existing and partially (as well as recently) developed LC zoned sites with frontage on Maize Road, which the subject property does not have. The drainage considerations (due to the Cowskin) could limit the size of commercial or residential development on the subject property. Access to the site is restricted to a recorded/proposed 30-foot wide drive onto Maize (principal arterial) and two proposed drives (40-foot and a 60-foot wide drives) onto the one-way west Kellogg (urban freeway) frontage road. The site meets the locational criteria for commercial development in that it is abutting existing commercial development and has access, although limited, to an arterial and freeway.

A CUP is intended to protect the public safety, convenience, health and general welfare through standards and provisions that establish requirements as to lot coverage, height, setback, and screening that permit review, of the size shape and location of such facilities with due regard to the tract as a whole so as to ensure the development of facilities with proper ingress and egress, parking drainage facilities, screening, sign control, environmental control and other requirements and amenities. As proposed the applicants are requesting the waiving of the minimum CUP and compatibility standards for building height, the 6-8-foot tall screening wall and setbacks. Even though the applicants currently own a portion of the abutting northern SF-5 zoned properties, property can change ownership and to waive the above noted minimum CUP and compatibility standards would have a negative impact on any subsequent owners of the abutting northern properties and the adjacent single-family residences.

The proposed LC zoning is more than what is recommended by the Functional Land Use Guide, which confines the subject property's commercial use to its Kellogg frontage. The relatively recent (2000) rezoning to LC of the bank lot and the undeveloped lot along Maize Road makes the proposed LC zoning of the subject property behind them a possibility. However, any commercial development on the subject property would mean more impervious surface, which mean more runoff into the flood prone Cowskin. The site's restricted access, frontage and the high traffic volume around it are other critical consideration. The proposed access onto Maize Road, through 30-foot wide access easement that is not owned by the applicants means access thru and to Maize is not certain; provide a copy of the recorded document at the time of platting. The CUP drawing also shows a 10-foot contingent dedication of right-of-way running



parallel to the south side of this access easement. These 10 feet would be an improvement for access onto Maize if added to the 30-foot access easement. Placing a monument sign in the access easement is problematic in regards to the size of the sign taking up needed traffic lane space, the need for the applicant to provide clear ownership of the space (the easement is on the bank property) for the monument sign and potential interference with cross lot access between the bank and the undeveloped lot to the south.

**RECOMMENDATION:** The proposed zone change and CUP is only partially in conformance with the "Wichita Land Use Guide" recommendation of regional commercial use, and that is only for the portion along Kellogg. The relatively recent (2000) rezoning to LC of the bank lot and the undeveloped lot along Maize Road makes the proposed LC zoning of the abutting subject property behind them a possibility. The applicants request to waive the minimum CUP and compatibility standards for building height, the 6-8-foot tall screening wall and setbacks. Staff cannot support these request because of the site's proximity to single-family residential development and because the applicants have not given a rational behind their request. Although drainage will be addressed during the platting of the subject property, Storm Water has requested that the perpetual easement for ponding and overland flowage, located along the eastern portion of the subject property be deeded to the City to ensure drainage considerations remain minimal. Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to the following conditions:

- A. APPROVE the zone change (ZON2008-66) to LC Limited Commercial ("LC") on the described property, subject to platting within a year;
- B. APPROVE Community Unit Plan DP- 318 (CUP2008-46), subject to the conditions listed on the proposed CUP and the following changes to the proposed General Provisions, Parcel Descriptions and Proposed Uses:
  1. Change language in General Provision #4: (a) No portable signs or billboards will be permitted., (b) The applicant shall provide proof of ownership and maintenance responsibility for any sign placed in the 30-wide access easement. The sign will be a monument type, per the NR Neighborhood Retail ("NR") standards and it s location must be approved by the Traffic Engineer., (c) Temporary signs shall be per the sign code. Add: (d) No flashing signs (except for signs showing only time temperature and other public service messages) rotating or moving signs, which create the illusion of movement. (e) Window displays are limited to 25% of the window area. (f) No signs allowed on the back or sides of buildings or any side of a building that is facing residential zoning. (g) No back lit canopies.
  2. Change the language in General Provision #5 to include: Drainage improvements will be guaranteed at the time of the final plat. The perpetual easement for ponding and overland flowage, located along the eastern portion of the subject property shall be deeded to the City. The CUP will provide an ingress and egress easement to the drainage deeded to the City. Eliminate the "drainage concept", should be "drainage plan
  3. Change the language in General Provision #13 to: "limited to 24 feet in height." and no lights within the CUP's 35-foot setbacks.
  4. Change the language in General Provision #13 to: All trash receptacles shall be screen with similar material as the buildings.
  5. Revise General Provision #15: "screening materials shall be of a similar material as the buildings.

6. The minimum compatibility height standards as well as the CUP standards for the minimum 35-foot setback and the 6-8-foot tall screening wall will be observed.
7. All property included within the C.U.P. and zone case shall be platted within one year after approval of this CUP by the Governing Body, or the cases shall be considered denied and closed, unless a platting extension has been granted. The ordinance establishing the zoning change shall not be published until the plat has been recorded with the Register of Deeds.
8. The ordinance establishing the zoning change shall not be published until the applicant records a document with the Register of Deeds indicating this tract (referenced as DP-318) includes special conditions for development.
9. The resolution establishing the amendment and the zone change shall not be published until the replat has been recorded with the Register of Deeds. Prior to publishing the resolution establishing the amendment and the zone change, the applicant shall record a document with the Register of Deeds indicating that the replatted portion of the CUP (referenced as DP-28) includes special conditions for development on this property.
10. The applicant shall submit 4 revised copies of the amended C.U.P. to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Abutting the north side of the subject property is undeveloped SF-5 zone land, some of it owned by the applicant, with most of it identified as being in the FEMA (Cowskin) floodway and flood zone. Northwest of the subject site and abutting the just mention undeveloped land is a single line of SF-5 zoned single-family residences (most built in the late 1950s) that face Maize Road. Abutting the west side of the subject property is a LC zoned bank and an undeveloped lot. Where the LC zoned bank property ends and the SF-5 zoned residences begin, marks the north end of the subject property. Abutting the south side of the subject property is an LC zoned Quick-Trip convenience store & its enclosed automated car wash. The bank and the Quick-Trip development have all been built since 2001. The subject property has frontage and proposed access onto the Kellogg frontage road, which is one-way west. East of the subject property and across the Cowskin is developed, SF-5 zoned, single-family residential subdivisions. There is a thick grouping of trees between the Cowskin (on its east bank, off of the subject property) and these single-family residences.
2. The suitability of the subject property for the uses to which it has been restricted: The subject property used to be a farmstead and is now scraped clean and a significant portion of it is identified as being in the FEMA floodway and flood zone. The floodway and flood zone spread out from both sides of the Cowskin Creek, which flows through or runs against an eastern portion of the subject property. The city has recently made improvements to this area around the Cowskin to improve the drainage around and through the Cowskin, which has been prone to flooding, causing repeated damage to residences and properties around it. The drainage considerations (due to the Cowskin) could limit the size of commercial or residential development on the subject property.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: A CUP is intended to protect the public safety, convenience, health and general welfare through standards and provisions that establish requirements as to lot coverage, height, setback, and screening that permit

review, of the size shape and location of such facilities with due regard to the tract as a whole so as to ensure the development of facilities with proper ingress and egress, parking drainage facilities, screening, sign control, environmental control and other requirements and amenities. Staff cannot support the applicants' request to waive of the minimum CUP and compatibility standards for building height, the 6-8-foot tall screening wall and setbacks. Even though the applicants currently own a portion of the abutting northern SF-5 zoned properties, property can change ownership and to waive the above noted minimum CUP and compatibility standards would have a negative impact on any subsequent owners of the abutting northern properties and the adjacent single-family residences.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The proposed LC zoning is more than what is recommended by the Functional Land Use Guide, which confines the subject property's commercial use to its Kellogg frontage. The relatively recent (2000) rezoning to LC of the bank lot and the undeveloped lot along Maize Road makes the proposed LC zoning of the subject property behind them a possibility. However, any commercial development on the subject property would mean more impervious surface, which mean more runoff into the flood prone Cowskin.
5. Impact of the proposed development on community facilities: The proposed development will result in increased traffic on this portion of Kellogg and Maize Road. Drainage impacts are critical as a significant portion of the subject site is identified as being in the FEMA floodway and flood zone. The floodway and flood zone spread out from both sides of the Cowskin Creek, which flows through or runs against an eastern portion of the subject property. The City has recently made improvements to this area around the Cowskin to improve the drainage around and through the Cowskin, which has been prone to flooding, causing repeated damage to residences and properties around it.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

**LONGNECKER** referenced the revised CUP provided by the agent at today's meeting as a hand out that was received after the MAPC's packet had been sent out. He reference Item #1 in the staff report noting that staff was okay with (a) the billboard sign along Kellogg, as there were billboards already in along Kellogg, south of the site; (b) noted that a monument sign as permitted in the LC zoning district was ok along the Maize frontage, as opposed to the NR standards for a monument sign, noting that the bank site located on the west side of the subject site had recently been rezoned to LC, to allow LC signage. He stated that the rest of those conditions on the monument sign along Maize Road should remain as listed in the staff report. He also stated that LED signs along Kellogg and Maize were ok, as permitted in the LC zoning district.

**JOHNSON** in @1:40 P.M.

**LONGNECKER** referred to Item #2 in the Staff Report and commented that in 2004, Public Works acquired a perpetual easement for ponding and overland flowage, located along the eastern portion of the subject property (and beyond), where the Cowskin Creek flows through it or abuts it. The easement was obtained as part of the City's efforts to lessen the risk of flooding through the Cowskin Creek drainage area. He noted that Public Works wanted the easement deeded to the City. He also noted that Public Works wanted an ingress and egress easement provided to the drainage area. He said drainage improvements would be resolved during the platting process, but noted that drainage would have an impact onto the size and configuration of the site. He noted that the Cowskin drainage area was prone to flooding as recently as last spring (fall), even after improvements had been made to the drainage basin including removal of the railroad bridge located south of the site to improve water flow. He said staff would like to keep the recommendations in Item #2, as they were written in the report.

**LONGNECKER** referred to Item #6 and commented that the applicant was requesting a waiver of setbacks, compatibility height standards and masonry screening wall. He referred to the aerial of the area, showing the site and surrounding properties. This area included the area of the perpetual easement, the floodways and flood zones on either side of the Cowskin Creek. He said these provided a large area, which separated the residential properties to the east from proposed development on the site. With this consideration of separation and the large stand of existing trees between those houses and the site, the applicant wanted to waive the CUP's solid screening requirement along the site's east side to take advantage of the vista onto the Cowskin, and staff agreed for the east side only. He noted that there was single family residential development immediately northwest of the proposed site and stated that they needed to be provided some type of protection. He suggested that an agreement be entered into to allow the applicant a waiver of the screening requirement for 3 years or until the abutting north property was rezoned where the site abuts his property to the north. The applicant/owner of the subject site may apply for a one year extension, every year thereafter until the rezoning of the abutting north properties to non-residential zoning. Approved evergreens, a minimum of 5 feet tall, will be planted every 15 feet, along the west 200 feet on the north property line (Parcel 1), to provide the equivalent of solid screening (this is an exception to General Provision #16, the landscape provision), until such time as when the required CUP solid screening is put up. Waive the solid screening along the east side of Parcels 3 where it abuts an unplatted, SF-5 Single-family Residential ("SF-5") zoned tract, owned by the City of Wichita, which fronts Kellogg Street, and where it abuts the Cowskin Creek.

**HILLMAN** commented on the nature and type of the property and asked wouldn't a berm on the north do a better job of protecting homes and helping contain flooding, more than just a wall.

**LONGNECKER** responded that you can't put up obstructions in the floodway or flood zone. He said a wall, berm or landscaping is considered an obstruction and must get the approval of the Army Corp. or Engineers. He briefly reviewed the map referring to 200 feet of screening along the west side of the site, which he thought was outside the floodway and flood zone.

**HENTZEN** commented that he was fairly familiar with this area because he lived on Westlynndale Street for 10 years. He said he recalled that the City brought a law suit against Sedgwick County to keep them from cleaning out the floodway south of Kellogg to the Arkansas River. He asked if the City has cleaned out the waterway south of the railroad bridge.

**LONGNECKER** introduced Scott Lindebak from Storm Water Engineering and said he could address the drainage issues.

**SCOTT LINDEBAK, PUBLIC WORKS, STORM WATER ENGINEERING** commented that in 1989 the Cowskin Sewer Main was constructed to serve west Wichita. He said the City utilized that project to make further drainage improvements by creating the Pawnee Prairie Overflow Bypass, which he explained is basically an overflow channel similar to the "Big Ditch" where the channel itself isn't capable of carrying all the water but is allowed to bypass into an area east of the Cowskin Creek. He said the bypass channel is only a mile long between Pawnee and Kellogg. He said the channel drains itself from Pawnee through the Airport and into the Wichita-Valley Flood Control Project. He said this area is all within Sedgwick County and he understood that the County is allowed to maintain areas within the ordinary high water mark. He said most of this area is located on private property. He said he would have to defer to Jim Weber, County Public Works, on the specifics of what is allowed, since that area is outside the jurisdiction of the City of Wichita. He concluded by stating that the City checks the overflow channel on a monthly basis and added that the Department of Park and Recreation has responsibility for cleaning the channel.

**HENTZEN** asked if there has been flooding out there and asked for the history of the last 10 years.

**LINDEBAK** said there have been numerous flooding events including 1999 and September, 2008 where a neighborhood just east of this site had to bring in portable pumps to pump out the area in and around Westlynndale and Dubon behind the levy. He said there is a lot of runoff because this area is at the downstream end of over a 100 square mile drainage basin where the Calfskin and Cowskin Creeks join and drain a significant area of northwest Sedgwick County. He said there will always be more run off, larger rain events and more flooding. He said the City is looking into not allowing anymore projects or development that will eliminate flood zone or flood plain land in west Wichita. He said one option being explored was possible buyout options and funding provided by Kansas Emergency Management to purchase homes in the flood plain or flood zone. He said in the meantime, the City has constructed a 300 foot "over bench" on the east side of the Cowskin Creek between Kellogg and Maple and installed a lot of rainfall gauges in the basin to monitor the flooding and warn people as appropriate. He said they also dispatch Public Works employees and provide sand bags at specific sites that City staff know flood.

**HENTZEN** said he noticed the work done between Maple and Kellogg and thanked staff for their efforts. However, he said until the water gets to where it is supposed to go, there is going to be flooding in the area. He mentioned that a lot of fill has been put in the area.

**MITCHELL** asked if **LINDEBAK** agreed with the information and provisions set up in the floodway fill concept drawing provided by the applicant/agent.

**LINDEBAK** said based on information he received in the hydraulic model, it shows no adverse impacts on drainage. But, he said prior to receiving the City's official approval, the diagram will be reviewed by the Division of Water Resources (DWR) and the Federal Emergency Management Agency (FEMA) to insure that the plan also meets their requirements.

**MITCHELL** clarified that can be taken care of at time of platting.

**LINDEBAK** said that was correct.

**FOSTER** asked if the "hard armor" recommended in the diagram will come into the analysis to alleviate further flooding in the area. He referred to section AA, flood plain fill and retaining wall.

**LINDEBAK** said the retaining wall will need to be put in place to provide the necessary conveyance. He said the applicant is attempting to maximize use of the property and in order to keep existing velocities matching existing conditions and the same flood elevation; a retaining wall is needed to separate the fill from the actual channel. He concluded by saying that they have accounted for that structure in the analysis.

**TIM AUSTIN, POE AND ASSOCIATES, AGENT FOR THE APPLICANT** said they were aware that drainage would be an issue with the application. He commented that Brice Barcus with ASM Engineering, who conducted the flood study, and Jay Maxwell, one of the partners from MAIZE 54, LLC, were present to answer any questions. He referred to a PowerPoint presentation of the items that were provided as hand outs at today's meeting concerning drainage. He said it sounds like the applicant is in agreement with staff on the zoning side of the application with the exception of the compatibility setback issues, which they feel aren't applicable.

**AUSTIN** reviewed an aerial of the area, commenting that MAIZE 54, LLC owned a house on Maize Road and added that there were several other properties that they are in negotiations with the site's owners for future development as commercial properties. He said with the traffic on Maize Road, those properties are not desirable as residences. He said fill in this area was permitted through the Division of

Water Resources by the previous owner. He added that the area also includes a spotted skunk wildlife habitat preserve. He said they would like to clean out the trees and improve efficiency of the water flow in that area, but could not without disturbing the skunks. He also mentioned the work done by the Army Corp. of Engineers to the north of the area which he said has made a significant improvement in drainage. He said there are two issues which need to be discussed and they are site drainage issues normally taken care of at platting and the overall basin drainage issue of the Cowskin, which includes 100 square miles of area that drains to this point. He said although they can't do anything to improve the drainage issues to the south of Kellogg, they don't want to do anything that will negatively impact the area either. He said their drainage study and development contemplates fill in the area, building a retaining wall, thus increasing the buildable area, but not having an impact on drainage or the capacity of the Cowskin to carry of flood water through this location. He referred to a diagram of the existing channel, which he said accompanied their FEMA application and was reviewed by the City. He referred to the map table which was a cross section of the Creek in this location. He said they are improving on the base flood elevation (BFE) and lowering it by ½ foot. He said Storm Water Engineering also asked for additional criteria not required by FEMA or DWR in consideration of the residences at Miles Lakewood Village so as not to increase water velocities. He said the table indicates they will decrease the water velocities through that area, which will minimize scour and anything that might affect the levy through Miles Lakewood Village. In addition, the City requested that the flood capacity be maintained at its current level as a minimum so as not to push more water onto the Miles Lakewood Village levy. He said because they have reduced the BFE, he said they have reduced the area of conveyance on the east side along the Miles Lakewood Village levy. He said more water will be conveyed on west side of the Cowskin Creek. He said based on their hydraulic study, they feel that this development will improve the drainage conditions in this area. He referred to the retaining wall and mentioned that they submitted a petition to the City Council for \$700,000 that was approved last Tuesday, so that was an approved drainage project but they cannot build the wall until they get their final approvals from FEMA, DWR, the Army Corp of Engineers.

AUSTIN concluded that he has met with the President and Vice President of the Miles Lakewood Village HOA, as well as some of the residents of the Dell. He said they want to be good neighbors and mitigate any nuisances. He said as far as the 35-foot setback on the west 200 feet of the north property line, they could put in berming as screening as long as it does not affect the flood plain or flood flows. He said they don't want to create drainage issues to the west of the location.

MITCHELL referred to item #2 and asked if Austin would agree to change the term "drainage concept" to "drainage plan."

AUSTIN said okay. He said that reminded him that Storm Water Management had asked for a property drainage easement or drainage reserve to be dedicated to the City and added that they are not necessarily opposed to that; however, they want to create some walking paths so that people can enjoy the creek while visiting the fun Center/family entertainment venue they plan for the location. He said they feel they can address those issues and access and maintenance at platting.

FOSTER asked about the extension to the east and asked if that was for drainage purposes?

AUSTIN said that area will be used for drainage and visibility and so they can keep the area maintained. He mentioned that the spotted skunk reserve was just north. He said the area FOSTER was referring to would be part of the dedication to the City.

FOSTER asked about the perpetual easement and whether it would be private or public access.

AUSTIN said they believe they can provide access at a couple of different locations on the north and south ends of the property.

**FOSTER** asked about the type of ponding.

**AUSTIN** said the ponding and overflow easement is an easement that was obtained by the City when Don Coleman owned the property to maintain the waterway and conveyance for the Cowskin Creek. He said where the retaining wall is located is the line where the applicant would plat the drainage easement or reserve and dedicate it to the City. He said this area lies further west of the ponding and overflow easement. He said the easement as it exists today does not line up with the retaining wall.

**FOSTER** asked if there was sufficient ground for a 35-foot landscape buffer east to the flood plain.

**AUSTIN** commented that staff's concern was with a particular house on the west edge of the property which was being marketed as a commercial property. He said they would be receptive to protecting that property on the westerly edge; however, they did not intend to extend landscape and buffering to the east because they would have to move the building south and it would also affect parking. He said it doesn't make sense to extend the setback all the way to the east because MAIZE 54, LLC owns the property to the north. He said any setback would benefit MAIZE 54, LLC so they would be happy to waive the setback requirement.

**HILLMAN** clarified that they would be moving the dirt from the east side of the retaining wall and depositing it on the west side of the wall.

**AUSTIN** said that was correct and added that it was the same grading operation that the Army Corp. of Engineers did to the north.

**HENTZEN** asked if the Army Corp. of Engineers or the City of Wichita certified that what they have done has eliminated the flooding problem in this area. He commented that the area has been flooding for the last 100 years.

**AUSTIN** commented that this is a complex issue. He stated that what they are proposing is not going to affect anything that happens upstream from the area.

#### **TAPE 1, SIDE 2**

He mentioned the 12 inch rain in September and said that pumping was required for localized flooding because of the heavy rainfall. He said he understood the water did get to the top of the levy and exceeded the 1998 Halloween flood in some locations, so he thought the work that has been done has helped. But he said you would have to understand the whole dynamics between the two storm events.

**MARK CASSELL, 1311 BRIDGEWATER, PRESIDENT OF THE OF THE MILES LAKEWOOD VILLAGE HOME OWNERS ASSOCIATION** he said they have 3 issues which were volume, elevation and structure. He said volume-wise there is a new pooling of flood waters in the northern three fourths of this section. He said water flows down hill and that this proposal is bringing in that flood plain 300 feet. He said in September they had flooding and were pumping rainwater into the Cowskin Creek, which they understand is going to get smaller and higher. He said they can't see how this proposed plan can handle the volume that it presently has. He said he didn't care how high you stack it, water it is still going to have to flow through the area. He said the elevation is also a concern because their dike height is going to be at 1317 feet and said the street levels are at 1313 feet. He said they have built dikes at their own expense and added to them, and pumped out water at their own expense also. He said the dikes are only about 8-10 feet tall, 30 years old and riddled with roots. He said when they pumped during the last storm, they could see water percolating. He mentioned their concern about 30 year old earthen dikes, full

of trees on one side and a totally in-filled retaining wall on the other side, and asked who is going to lose. He requested that the area be analyzed against old flood maps. He said the 1994 map shows the west part of this development lower than their street levels. He requested that staff review historical maps and then determine flood capacities. He said they would like to maintain or improve the flood capacity even though it did not serve them well in 1998, 1999, 1978, and 1955. He concluded by stating that the flood plain in conservative and needs to be maintained.

**CORY SELL, 10401 RINGER DRIVE** said he lives directly across from the Qwik Trip and has the same concerns about flooding voiced by Mr. Cassall. He said he didn't know how putting more structures in the area will help the water. He said his main concern is traffic. He said so many people turn around in his driveway all day, every day because they can't get out of Quick Trip to get on Kellogg. He said more traffic and more activity in the area is going to cause more safety hazards for his kids playing in driveway. He said he was also concerned about what was going to be located in the area. He said he can't imagine that more traffic is going to help anything.

**AUSTIN** said as far as traffic is concerned, they would like to relocate the driveway within the CUP further to the east which they feel will help people turning south to get onto Kellogg. In reference to Mr. Cassell's comments, he said the height of the dike is 1317 based on their survey which is the same height as their wall. He said they are actually increasing the ability of the Cowskin to handle floods. He said they feel like they have addressed the flooding concerns. In addition, he reminded the MAPC that the City, FEMA and DWR have reviewed their drainage plan, and that it will be reviewed by the Army Corp. of Engineers as well. He said drainage is important; however, this is about land use and the appropriateness of this property to be zoned Limited Commercial. He said this property meets the criteria as set out by the Comprehensive Plan and goals of the City.

**FOSTER** asked what the general BFE in the area was.

**AUSTIN** said the BFE was 1315 feet, according to FEMA flood maps.

**MARNELL** asked if the applicant agreed to the changes in condition #1 with regard to billboards.

**AUSTIN** said yes, to allow two billboards on the south and the LED sign, which he thought was allowed by code.

**HILLMAN** referred to Item #2 and asked who would guarantee the drainage conditions at the time of the final plan.

**LONGNECKER** said the property owner guarantees improvements.

**FOSTER** asked if that drainage analysis would include some of the concerns regarding the resultant flows so that the area is not in a worse condition when everything is all said and done.

**LINDEBAK** said the flows being used are FEMA flows that have been evaluated through a restudy by a local consultant completed in the 1990's. He said the discharges will not change as a result of this development. He said the water from this site will leave the basin before the peak flow from the Cowskin. He said it typically takes half a day to a full day for the Cowskin to react.

**HILLMAN** mentioned the 3 foot difference between the existing berm structure on the east and the proposed retaining wall on the west and asked if it was a difference in surveying techniques.



**LINDEBAK** said he would have to take a more detailed look to answer that question because he didn't have the topography in front of him. He asked **MR. HILLMAN** to get with him after this meeting.

**HILLMAN** said since the drainage is an issue of concern to some of the surrounding homeowners as well as some of the members of the commission, he suggested that the item be postponed until additional information is provided about height and what the Army Corp. of Engineers would like to do to protect the homeowners to the east.

**MOTION:** To defer the case.

**HILLMAN** moved, and the **MOTION** died due to lack of a second.

**MOTION:** To approve subject to staff recommendation and additional information provided by staff, the Storm Water Engineer and the applicant/agent.

**LONGNECKER** clarified that the motion included the staff recommended waivers, with the proposed conditions, of the compatibility setbacks, masonry wall requirement including the 3 year period to address the masonry wall and landscaping on the west 200 feet of the north side of the site, with the suggested landscaping.

**MITCHELL** moved, **MARNELL** seconded the motion, and it carried (10-2). **HENTZEN** and **HILLMAN** – No.

5. **Case No.: ZON2009-01** – Norma Hecox (owner); Pamela Ball (applicant); Dan Unruh (agent)  
Request City zone change from OW Office Warehouse to B Multi-family Residential on property described as:

The North 358.83 Feet of Lot 1, the Plaza at Cherry Creek Hills, Wichita, Sedgwick County, Kansas, EXCEPT that part described as follows: Beginning at the Northwest Corner of said Lot 1; thence S00°00'00"W along the Easterly most West Line of said Lot 1, 168.91 Feet; thence S89°43'00"E parallel with the North line of said Lot 1, 269.02 Feet; thence S52°18'36"E, 89.42 Feet; thence S89°43'00"E parallel with the North Line of said Lot 1, 146.29 Feet to a Point on the East Line of said Lot 1; thence N27°04'54"W along the East Line of said Lot 1, 251.36 Feet to the Northeast Corner of said Lot 1; thence N89°43'00"W along the North Line of said Lot 1, 371.65 Feet to the Place of Beginning. Generally located on the south side of Pawnee Avenue and east of Rock Road.

**BACKGROUND:** The applicant is requesting a zone change from OW Office Warehouse ("OW") to B Multi-family Residential ("B"). The OW district does not permit residential or church uses. The application area contains approximately 2.0-acres with 150 feet of frontage located along Pawnee Avenue, approximately 1,000-feet east of Rock Road. The subject site is currently undeveloped and the applicant is seeking this rezone for the proposed construction of a church.

Property adjoining the west side of the site is zoned B and is developed with a large apartment complex with access off of Rock Road and Pawnee Avenue. The property to the north of the application area is zoned OW and is currently undeveloped. Property to the south is zoned OW and is currently undeveloped. The property east of the subject site, across Pawnee Avenue, is zoned MF-18 Multi-family Residential ("MF-18") and TF-3 Two-family Residential ("TF-3"), and is developed with single-family and multi-family residences.

**District V Advisory Board  
Meeting Minutes  
March 02, 2009  
[www.wichita.gov](http://www.wichita.gov)**

The **District V Advisory Board Meeting** was held at 6:30 p.m. at the Auburn Hills Golf Course Clubhouse, 443 S. 135<sup>th</sup> St. W. In attendance were eight (8) District Advisory Board members, eight (8) staff and approximately thirty (30) citizens with eleven (11) signing in.

**Members Present**

Councilman Jeff Longwell  
Jay Buckmaster (acting pro tem)  
Dana Brown  
Joey Ellzey  
Bryan Frye  
Mike Bell  
Jay Flinn  
Logan Fritze

**Staff Present**

Officer Latavia Klumpp, WPD  
Sergeant Clark Bolan, WPD  
Sergeant Kurt Peckenschneider, WPD  
Battalion Chief Ernie Schuler, Battalion 2, WFD  
William Longnecker, Planning  
Scott Lindebak, Public Works  
Kay Johnson, Environmental Services  
Megan Buckmaster, Neighborhood Assistant

**Members Absent**

Mike Hill  
Darrell Leffew  
Kelly Watkins  
Wendi White  
Pat Ream

**Guests**

Listed on last page

**Order of Business**

**Call to Order**

The meeting was called to order at 6:35 p.m.

**Motion was made to approve the minutes from the February 02, 2009 meeting. Motion passed 6-0.**

**Motion was made to approve the agenda for the March 02, 2009 meeting. Motion passed 6-0.**

**Public Agenda**

**1. Scheduled items**

**No items scheduled**

**2. Off Agenda items**

**No items presented**

### **Staff Presentations**

#### **3. Community Police Report**

**Officer Latavia Klumpp, CP**, reported on beats 16, 18, 19, and 199.

- ✓ *16 Beat*: There have been reports of vandalism and gang graffiti at 119<sup>th</sup> and Maize rd. If you see suspicious activities please report. The City will remove graffiti if you sign a waiver and make a report. There have been several vehicle thefts of vehicles parked outside of garages and in parking lots.

**Action: Receive and file.**

#### **4. Wichita Fire Department Report**

Staff from WFD presented on District V statistics; # of fires, structure fires, trucks used (resources), EMS rescue alarms and safety alarms. Staff discussed the current Burn Ban in effect and the opening of Station #21 in June, 2009.

Dana Brown commented on her involvement in the Battalion Recruitment training.

Joey Ellzey expressed concerns for the traffic flow at the new station on 135<sup>th</sup> and 21<sup>st</sup> St.

**Action: Receive and file.**

### **New Business**

#### **5. CUP2008-00046/ ZON2008-00068**

**Bill Longnecker, Planning**, presented on the request to create a community Unit Plan for commercial development and the city zone change request from "SF-5" Single Family Residential to "LC" Limited Commercial at the general location of the Northeast corner of Kellogg and Maize Road. **Longnecker** reviewed the staff report noting the proposed use requirements, flood concerns and the conditions recommended in order to recommend approval of the requests.

**Tim Austin, Poe and Associates, Agent for the Applicant**, presented on the flood concerns and possible solutions, height and viewing concerns of nearby residents and structure details.

**Scott Lindebak, Public Works**, presented on flood concerns, situations and statistics in the general location.

**Bryce Marcus, ASM Engineering Consultants**, presented on flood concerns and planned drainage improvements.

Several concerns were raised by affected homeowners and DAB V members:

1. The lack of planned screening on the east side of the structure.
2. The height of the structure. Viewable by area residents?

3. Drainage- how will this affect the neighboring residents to the East?
4. Sewer back ups because of storm water drainage issues.
5. Maintenance of the channel once built.
6. Traffic flow in and out of the complex- how it will affect the current traffic concerns?
7. Graffiti control on retaining walls.
8. Monument sign height.

All concerns were addressed/answered by Planning Staff or by the Agent for the Applicant.

Planning staff recommended the request be APPROVED subject to the following conditions:

- A. APPROVE the zone change (ZON2008-66) to LC Limited Commercial ("LC") on the described property, subject to platting within a year;
- B. APPROVE Community Unit Plan DP- 318 (CUP2008-46), subject to the conditions listed on the proposed CUP and the following changes to the proposed General Provisions, Parcel Descriptions and Proposed Uses as listed in the staff report.

**A motion to approve the request per staff recommendation to move forward to Council for vote with an additional requirement to increase the number of trees by 1 ½ the amount to be planted along the East side of the structure outside of the drainage area was made. The motion passes 6-0.**

**Action: Move forward to Council for vote.**

#### **6. Proposed revision to the Animal Protection and Control Ordinance**

**Kay Johnson, Environmental Services**, presented on the revision of Chapter 6.04 (Animal Control and Protection); deleting Chapter 6.12 (Keeping Animals and Fowl) and Chapter 6.16 (Cats)

Several concerns were raised by affected citizens and DAB V members

1. Multi-family complexes; what are the issues?
2. Increasing penalties for non compliance.
3. Complaint recording and checking process
4. The appeal process- is it fair?
5. Federal vs. local bans/ restrictions
6. State vaccination laws
7. Increased workload for vets b/c of "yearly paperwork"
8. Is it fair to single out Pit Bulls?
9. Disagreement of the requirement to sterilize

All concerns were addressed/answered by Staff.

**Action:** Provided comments/ receive and file

## **Board Agenda**

### **Board Updates and Issues**

#### **CM Longwell:**

- ✓ New date for April DAB meeting- **MARCH 30<sup>th</sup>**
- ✓ Invited DAB members to the Saturday, March 7<sup>th</sup> District breakfast.
- ✓ Positive comments about the new City Manager, Bob Layton.

**Action: Receive and file.**

**With no further business, the meeting adjourned at 9:35 p.m.**

Respectfully submitted,

Megan Buckmaster, Neighborhood Assistant

#### **Guests**

Homer Price	8154 W 16 <sup>th</sup>
Mark Cassell	1311 Bridgewater
Bob Harrison	629 Wetmore
Carla Lee	1367 N Westlink
Clark Owens	646 Wetmore
Mary Hill	142 S. Forest view
Jack and Jackie Young	1322 Bridgewater
Jon Lofgreen	9924 W. Dubon
Kathleen Harley	128 N. Denene
Troy Flager	633 S. Pershing

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council

**SUBJECT:** ZON2008-00068 and CUP2008-00046 zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") and create Commercial Community Unit Plan CUP DP-318. Generally located on the north side of Kellogg Street and east of Maize Road. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

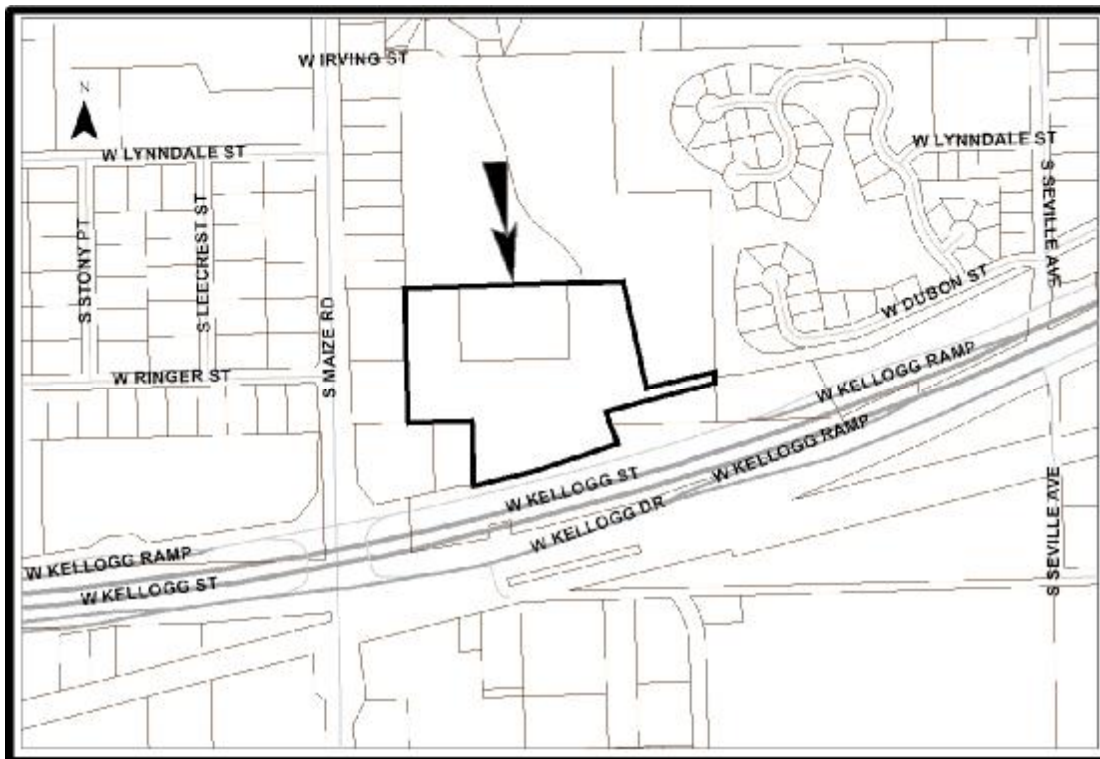
**AGENDA:** Planning (Non-consent)

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**MAPC Recommendations:** Approve, subject to staff recommendations, vote (10-2).

**MAPD Staff Recommendations:** Approve, subject to the provisions of the CUP.

**DAB Recommendations:** Approve, subject to staff recommendations and additional provisions.



**Background:** The applicants request a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”) on approximately a 12.03 acre, unplatted tract. The requested LC zoning supports the creation of Commercial Community Unit Plan CUP DP-318. DP-318 consists of the 9.89 acre Parcel 1 and the two smaller out parcels (Parcel 2 - 1.22 acres) and (Parcel 3 - 0.92 acres). The proposed CUP has frontage on Kellogg Street and proposed access onto Maize Road.

The proposed uses for all Parcels are: community assembly, day care, group homes, hospital, limited animal care, automated teller machine, bank or financial institution, broadcast recording studio, hotel/motel, medical service, general office, personal care, personal improvement service, printing and publishing, recreation and entertainment indoors, general retail, and no convenience stores with gas islands, restaurants with drive thru or drive in service, service stations, or vehicle repair when located within 200 feet of residential zoning. The CUP prohibits overhead doors for vehicular repair or vehicular service facing residential zoning districts.

The CUP’s proposed maximum building coverage is 30%, floor area ratio is 30%, except for Parcel 1 which proposes a 45% floor area ratio. The proposed maximum building height is 35 feet, except for Parcel 1, which has a proposed 55-foot maximum building height. Because Parcel 1 abuts SF-5 zoning on its north, east and south sides, compatibility height standards (Art IV, Sec IV-C, 5(a)) of a maximum building height of 35 feet, when within 50 feet of the lot line of property zoned TF-3 Two-family Residential (“TF-3”) or more restrictive are in effect. The LC zoning district allows a maximum height of 80 feet. The applicant is requesting a waiver of the compatibility height standards as well as the CUP standards for the minimum 35-foot setback and the 6 to 8-foot tall screening wall.

When considering a CUP the Planning Commission or the Governing Body can reduce or waive height standards, as well setbacks, including compatibility setbacks, lot coverage, parking and/or screening requirements in this section and elsewhere in the code as part of the approval or amendment of a CUP, where the objectives of the Comprehensive Plan and good planning practices are furthered, provided the Planning Commission or the Governing Body must set forth an explanation of how such modification or waiver meets the criteria and purpose of this section; Art III, Sec III, 2-d.

The subject property has been scraped clean and a significant portion of it is identified as being in the FEMA floodway and flood zone. The floodway and flood zone spread out from both sides of the Cowskin Creek, which flows through or runs against an eastern portion of the subject property. The city has recently made improvements to this area around the Cowskin to improve the drainage around and through the Cowskin, which has been prone to flooding, causing repeated damage to residences and properties around it. The Cowskin comes onto the subject property from the north and exits it, flowing south under the Kellogg/US 54 overpass and frontage roads.

Abutting the north side of the subject property is undeveloped SF-5 zone land, some of it owned by the applicant, with most of it identified as being in the FEMA (Cowskin) floodway and flood zone. Northwest of the subject site and abutting the previously mentioned undeveloped land is a single line of SF-5 zoned single-family residences (most built in the late 1950s) that face Maize Road. Abutting the west side of the subject property is a LC zoned bank and an undeveloped lot. Where the LC zoned bank property ends and the SF-5 zoned residences begin, marks the north end of the subject property. Abutting the south side of the subject property is an LC zoned Quick-Trip convenience store & its enclosed automated car wash. The bank and the Quick-Trip development have all been built since 2001. The subject property has frontage and proposed access onto the Kellogg frontage road, which is one-way west. East of the subject property, and across the Cowskin, is developed, SF-5 zoned, single-family residential subdivisions. There is a thick grouping of trees between the Cowskin (on its east bank, off of the subject property) and these single-family residences.

**Analysis:** The MAPC heard this request at their February 19, 2009, meeting. There were citizens who spoke against the case at the hearing. Their chief concern was that the proposed development would

increase the runoff into the flood prone Cowskin Creek, thus contributing to more flooding and subsequent damage to their property. The action of the MAPC was;

- A. APPROVE the zone change (ZON2008-66) to LC Limited Commercial (“LC”) on the described property, subject to platting within a year;
- B. APPROVE Community Unit Plan DP- 318 (CUP2008-46), subject to the conditions listed on the proposed CUP and the following changes to the proposed General Provisions, Parcel Descriptions and Proposed Uses:
  1. Change language in General Provision #4: (b) Temporary signs shall be per the sign code., (c) “as permitted in the LC Limited Commercial (“LC”) zoning district Add: (d) The applicant shall provide proof of ownership and maintenance responsibility for any sign placed in a proposed access easement or public right-of-way from the site’s Parcel 1 to Maize Road. The sign will be a monument type, per the LC limited Commercial (“LC”) standards and its location must be approved by the Traffic Engineer.; (e) Window displays are limited to 25% of the window area. (f) No building signs allowed on the back or sides of buildings or any side of a building that is facing residential zoning. The exception is that Parcel 1 may have a building sign on the south side of the principal building if its front is facing southwest. (g) No back lit canopies., (h) Bill boards are permitted per the sign code along the site’s Kellogg frontage.
  2. Change the language in General Provision #5 to include: Drainage improvements will be guaranteed at the time of the final plat. The perpetual easement for ponding and overland flowage, located along the eastern portion of the subject property shall be deeded to the City. The CUP will provide an ingress and egress easement to the drainage deeded to the City. Eliminate the “drainage concept”, should be “drainage plan.”
  3. Add to General Provision #13 to: No lights within the CUP’s 35-foot setbacks or the compatibility setbacks.
  4. Change the language in General Provision #14 to: All trash receptacles shall be screen with similar material as the buildings.
  5. Revise General Provision #15: “screening materials shall be of a similar material as the buildings.
  6. Change General Provisions # 20: take out “prohibited” and put in “allowed.”
  7. Change General Provisions # 21 & #24 to: A 35-foot setback will be provided along the east side of Parcel 1 and along the Kellogg Street frontage of Parcels 2 & 3. Provide a 35-foot setback along the west 200 feet of the north property line/north parcel line of Parcel 1. Compatibility setbacks will apply to the rest of the north property line of the site, until such time that those abutting properties (which are currently owned by the applicants, Wichita Towers LLC and Maize 54 LLC, and Coleman Ventures LLC) are rezoned to non-residential zoning. Waive the 35-foot setback along the east side of Parcels 1 where it abuts the perpetual easement for ponding and overland flowage or deeded drainage right-of-way. Waive the 35-foot setback along the east side of Parcels 3 where it abuts an unplatted, SF-5 Single-family Residential (“SF-5”) zoned tract, owned by the City of Wichita, which fronts Kellogg Street, and where it abuts the Cowskin Creek.
  8. Change General Provision #22 to: Screening walls as required per the CUP requirements (masonry walls) will be waived for 3 years along the subject site’s north property line or upon the rezoning of the abutting north properties to non-residential zoning, whichever comes first. The applicant/owner of the subject site may apply for a one year extension, every year thereafter until the rezoning of the abutting north properties to non-residential zoning. Approved evergreens, a minimum of 5 feet tall, will be planted every 15 feet, along the west 200 feet on the north property



line (Parcel 1), to provide the equivalent of solid screening (this is an exception to General Provision #16, the landscape provision), until such time as when the required CUP solid screening is put up. Waive the solid screening along the east side of Parcels 1 where it abuts the perpetual easement for ponding and overland flowage or deeded drainage right-of-way. Waive the solid screening along the east side of Parcels 3 where it abuts an unplatted, SF-5 Single-family Residential (“SF-5”) zoned tract, owned by the City of Wichita, which fronts Kellogg Street, and where it abuts the Cowskin Creek.

9. Change “Parcel Description” maximum building height for Parcel 1 to: A 55-foot maximum building height, if buildings are located more than 200 feet from the SF-5 zoned and the single-family residences located northwest of the site: current reference the Verda Vista Addition. Compatibility height standards will apply to all other buildings.
10. All property included within the C.U.P. and zone case shall be platted within one year after approval of this CUP by the Governing Body, or the cases shall be considered denied and closed, unless a platting extension has been granted.
11. The ordinance establishing the zone change and the CUP shall not be published until the plat has been recorded with the Register of Deeds. Prior to publishing the ordinance establishing the zone change and the CUP, the applicant shall record a document with the Register of Deeds indicating that the platted portion of the CUP (referenced as DP-318) includes special conditions for development on this property.
12. The applicant shall submit 4 revised copies of the amended CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

DAB V heard this request at their March 2, 2009, meeting. There were citizens who spoke against the case at the hearing. Their chief concern was that the proposed development would increase the runoff into the flood prone Cowskin Creek, thus contributing to more flooding and subsequent damage to their property. The citizens’ other concerns are listed on the attached DAB V minutes. The action of the DAB was to approve as recommended by staff and the MAPC, with the additional requirement of;

- (a) Increasing the required landscape buffer along the site’s east side by 1 ½ times.

There were valid protests to the proposed CUP and zone change that totaled 0.57% (less than 1%) of the total land area. Because the protests totaled less than 20% of the total land area, a simple majority vote of the Council will over ride the protests. There were a substantial number of protests outside of the 200-foot protest area, which have appeal standing. These protests were all located within the single-family residential subdivision, located east of the site, across the Cowskin Creek.

**Financial Considerations:** None.

**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** None.

**Recommendation/Actions:**

1. Concur with the findings of the MAPC and approve the zone change, subject to the recommended provisions Community Unit Plan DP-318 and subject to the condition of platting within one (1) year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a 2/3 majority vote of the membership of the governing body on the first hearing.)

RESOLUTION No. \_\_\_\_\_

A RESOLUTION AUTHORIZING AN AMENDMENT TO CONDITIONAL USE 425, AS AMENDED, TO MODIFY THE MAXIMUM HEIGHT OF FILL FOR A CONSTRUCTION AND DEMOLITION LANDFILL LOCATED SOUTH OF SOUTH 31<sup>ST</sup> STREET AND WEST OF HIGHWAY K-15 IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a construction and demolition landfill on approximately 38.71 acres zoned LI Limited Industrial (“LI”), subject to the conditions listed below:

**CASE No. CON2009-00003**

An amendment to Conditional Use-425, as amended, to modify the maximum height of fill for a construction and demolition landfill on approximately 38.71 acres zoned LC Limited Industrial.

That part of Government Lot 1 in Sec. 10, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying east of the Wichita Chisholm Creek Diversion Canal, EXCEPT that part lying northeasterly of the A.T. & S.F. Railroad Right-of-Way, and EXCEPT that part described as beginning at the point of intersection of the north line of the NE 1 / 4 of said Sec. 10, with the west right-of-way line of said A.T. & S.F. Railroad; thence west along the north line of said NE 1 / 4, 431.6 feet more or less to the east line of the Wichita Chisholm Creek Diversion Canal Right-of-Way; thence southeasterly along the east line of said Drainage Canal Right-of-Way a distance of 646.5 feet more or less to the center line of the abandoned bed of the Chisholm Creek; thence northeasterly, easterly, and southeasterly, along the meanderings of the center line of said abandoned Chisholm Creek to a point 680 feet south of the north line of said NE 1 / 4; thence east parallel with the north line of said NE 1 / 4, 248.34 feet more or less to a point on the westerly Right-of-Way line of said A.T. & S.F. Railroad; thence northwesterly along the westerly Right-of-Way line of said railroad to the point of beginning, and EXCEPT a tract of land in the NE 1 / 4 of Sec. 10, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point on the westerly right-of-way line of the A.T. & S.F. Railroad, N89° 47’W, 1526.15 feet and S37° 31’E , 859.98 feet from the Northeast corner of the said NE 1/4 of said Sec. 10; thence along said westerly right-of-way line S 37° 31’ E, 1499.21 feet to the east line of said NE 1/4; thence along said East line S02° 46’ W, 242.34 feet to the centerline of Chisholm Creek; thence along said centerline the following bearings and distances N26° 46’W, 46.59 feet, N13°15’W, 213.50 feet, N43°01’W, 349.10 feet, N28° 53’W, 472.42 feet, N49° 23’W, 417.83 feet, S25°00’W, 138.42 feet, S76°24’W, 96.58 feet, N31° 05’W, 209.45 feet, N05°10’W, 194.00 feet, N47°00’W, 25.48 feet; thence S 89°47’E,

248.34 feet to the point of beginning, TOGETHER WITH those portions of Government Lots 1 and 2 of Sec. 11, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, lying westerly of a line drawn parallel and concentric with and distant 50.0 feet westerly, as measured at right angles and radially from the The Burlington Northern and Santa Fe Railway Company's (formerly the Atchison, Topeka and Santa Fe Railway Company) Main Track centerline, as now located and constructed and lying north of the following described line: Commencing at the intersection of the north line of said Lot 2 with a line which lies 50 feet westerly of, measured normally distant from the center line of the present main track of the Railway Company; thence in a southerly direction along said line which lies 50 feet westerly of, normally distant from and parallel to said center line of the present main track of the Railway Company, a distance of 550.8 feet to the true point of beginning; thence N80°00'W, 137.6 feet; thence N05°15'W, 60.25 feet; thence west to the left bank of the Arkansas River.

AND

A tract of land in the Northeast Quarter of Section 10, Township 28 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point on the westerly right-of-way line of the A.T. & S.F. Railroad, N89° 47'W, 1526.15 feet and S37° 31'E , 859.98 feet from the Northeast corner of the said NE/4 of said Section 10; thence along said westerly right-of-way line S 37° 31' E, 1499.21 feet to the east line of said NE/4; thence along said East line S02° 46' W, 242.34 feet to the centerline of Chisholm Creek; thence along said centerline the following bearings and distances N26° 46'W, 46.59 feet, N13°15'W, 213.50 feet, N43°01'W, 349.10 feet, N28° 53'W, 472.42 feet, N49° 23'W, 417.83 feet, S25°00'W, 138.42 feet, S76°24'W, 96.58 feet, N31° 05'W, 209.45 feet, N05°10'W, 194.00 feet, N47°00'W, 25.48 feet; thence S 89°47'E, 248.34 feet to the point of beginning, shown by actual survey to contain 4.30 acres more or less.

AND

That part of the West Half (W ½) of the Southwest Quarter (SW ¼) of Section 11, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. in Sedgwick County, Kansas, bounded on the South by the Kansas Turnpike Right-of-Way; on the West by the Arkansas River; on the East by the Right-of-Way of the Atchison, Topeka & Santa Fe Railroad; and on the North by the tract of land heretofore deeded to the Atchison, Topeka & Santa Fe Railroad Company, as disclosed in Book 548 at Page 136 of the Register of Deeds of Sedgwick County, Kansas, and containing approximately 4 Acres, more or less.

AND

Commencing on the W line of RR & 378.75'SE of the N line of the NE/4; then W 526.58' for the beginning; then SE 260.26' then Easterly 121.39' to the center line of the creek; then SW 141.2' to the E line of the canal; then NW to a point West of beginning; then E 21.47' to the point of beginning in Section 10, Township 28 South, Range 1 East. Generally located south of South 31<sup>st</sup> Street and west of Highway K-15.

SUBJECT TO THE FOLLOWING CONDITIONS:

- A. Demolition and construction wastes as defined by KAR 28-29-3(G) and City Code 7.08.020(8), shall be the only landfill material permitted. Hazardous or toxic wastes, as defined by K.S.A. 65-3430 et seq. shall not be permitted for disposal at the site.
- B. The landfill operation shall obtain all applicable permits and proceed in accordance with all conditions established by the Kansas Department of Health and Environment (KDHE), Wichita-Sedgwick County Health Department, FEMA, the Corps of Engineers, the Department Wildlife and Parks.
- C. The deposit of material on site shall cease by December 31, 2010.
- D. The landfill may be open to the general public. A landfill operator shall be on the site during all hours of operation for the purpose of screening incoming trucks for inventory of the type, size and quantity loads, and direction of loads to the appropriate cells. Hours of operation shall not exceed 7:00 AM to 6:00 PM Monday through Saturday. Access to the subject property shall be prohibited except during the hours of operation.
- E. The delivery of construction and demolition waste to the site shall be only by way of the K-15 entrance.
- F. A minimum 6-foot high fence shall be installed on the earthen screening berms along the northeastern property line, if determined to be needed by the Zoning Administrator, to minimize the blowing of any materials onto adjacent properties. The fence shall be either chain link or welded or woven wire with openings no larger than two inches.
- G. Upon written notice of any violation by the City Zoning Administrator or the Wichita-Sedgwick County Health Department, the operation shall cease and the violation shall be corrected with 48 hours.
- H. A detailed grading/drainage plan shall be submitted to the Department of Public Works for review and approval prior to commencement of operations. A copy of the approved grading and drainage plan shall be submitted to the Planning Department for filing with other case materials. The operation of the landfill shall be in conformance with the approved grading and drainage plan, and with the "Site Plan, as amended" and "Sections on Construction and Demolition Area" attached as exhibits to these conditions, except that the maximum height of the fill, including closure cap (exclusive of the screening berm) shall not exceed NGVD29 Datum elevation of 1354 on the north and 1323 on the south, and the final contour of the fill area shall conform to the elevations depicted on the approved "Closure Plan." Landfill operations shall be staged, with berms to be constructed and seeded along the east face of the fill to screen the operations for view in that direction. No more than 6 acres shall be in operation at any one time. Prior to the opening of any new area the previous area shall be graded and seeded in accordance with the approved plan.

- I. Prior to commencement of the landfill operation the applicant/owner shall obtain a guarantee acceptable to the City Attorney and payable to the City of Wichita guaranteeing that cover material, final grading, and seeding are performed, as detailed in the approved grading plan. This guarantee shall be in the amount of \$100,000.00.
- J. The applicant/owner shall pay a yearly fee to the City of Wichita to offset the cost of landfill inspection by the Wichita-Sedgwick County Health Department. The fee shall be paid prior to the operation of the landfill and shall be \$1,000.00 for the first 12 months of operation. The fee for subsequent periods shall be established after review and recommendation by the Wichita-Sedgwick County Health Department to the City Council. The maximum increase in the fee shall be limited to 100% for any 12-month period. In no event shall said fee exceed the actual direct and indirect cost of such inspection.
- K. Prior to commencement of the landfill operation the applicant/owner shall file a restrictive covenant for the application area, which shall remain in perpetuity with the property. This covenant shall prohibit the use of the land for human habitation, prohibit the construction of structures which penetrate the final cap or cover, unless authorized by the Health Department; and require approval of the Wichita-Sedgwick County Health Department for use of the land for the production of food crops. The covenant shall be in such form as may be approved by the City Attorney.
- L. The applicant/owner shall erect a sign prior to landfill operation. This sign shall be a minimum 8-foot wide by 4 foot high and be prominently displayed at the site entrance. The sign shall include the display of the following message in 4 inch or larger letters that contrast with the background:

THIS LANDFILL MAY ONLY ACCEPT DEMOLITION WASTE. GARBAGE AND  
HAZARDOUS WASTE IS NOT ALLOWED. LANDFILL OPERATES 7:00 AM TO  
6:00 PM MONDAY THROUGH SATURDAY.

In addition to above information, the sign shall contain all information required by state agencies. The sign shall be maintained in good repair and be clearly visible.

- M. Prior to the commencement of the landfill operation, the applicant shall remove from the site all surface material which is not defined as demolition or construction waste by KAR 28-29-3(G) and City Code 7.08.020(8).
- N. Prior to the commencement of the landfill operation, the applicant shall provide for installation and monitoring of a network of at least four wells, which draw water from the uppermost permanent aquifer. These wells will be installed, constructed, operated and sampled to comply with the requirements of the Wichita-Sedgwick County, and shall remain in operation for 10 years from the date landfill closure. Collection and analysis of samples from the wells will be accomplished on a quarterly basis by the Health Department on a quarterly basis, and the actual costs of the monitoring shall be reimbursed by the applicant/owner. Monitoring of runoff and methane shall also be provided for 10 years after closure of the landfill.

- O. The applicant shall pave the 31<sup>st</sup> Street entrance, as well as water all unpaved roadways, as needed, in order to minimize dust. Cover material shall be applied daily to the area being filled. The operator shall be responsible for street sweeping as necessary on K-15 to minimize the accumulation of mud or debris.
- P. The applicant shall install traffic detectors at the time the entrance drive is paved, in accordance with City Engineering specifications.
- Q. The applicant shall install a deceleration lane to City Engineering specifications on southbound K-15 at the entrance to the landfill, prior to commencement of the landfill operation.
- R. This proposed construction and demolition waste landfill shall be in compliance with all conditions of approval by the MAPC, and/or the Governing Body, as specified above or this conditional use shall be considered null and void.

**SECTION 2.** That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

**SECTION 3.** That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date \_\_\_\_\_, 2009.

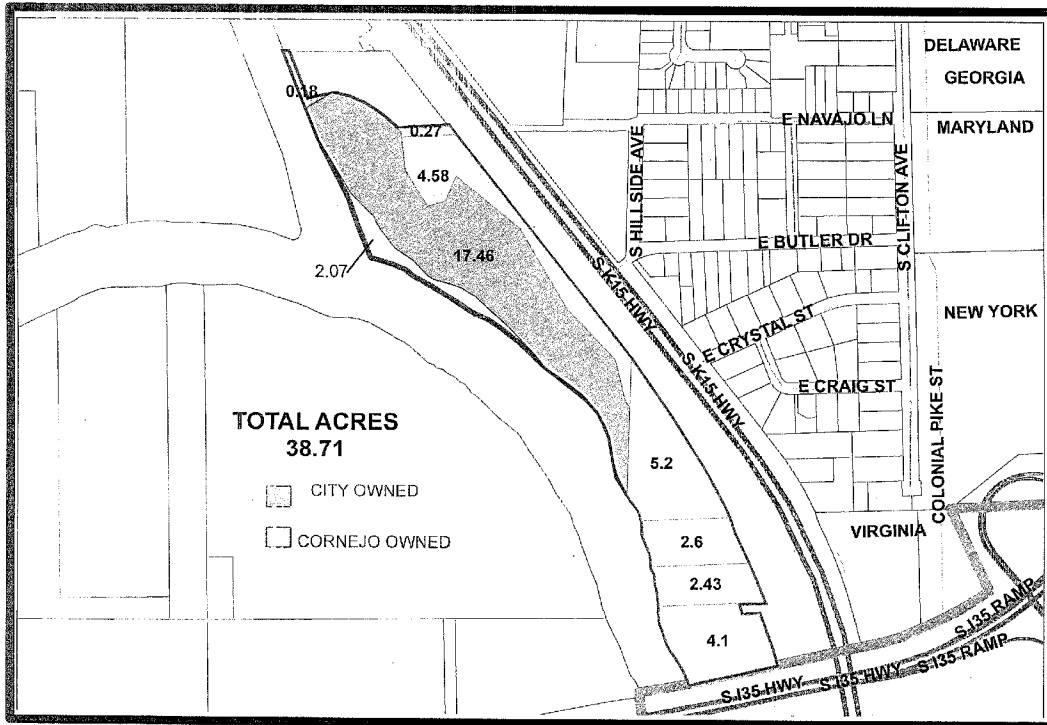
\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

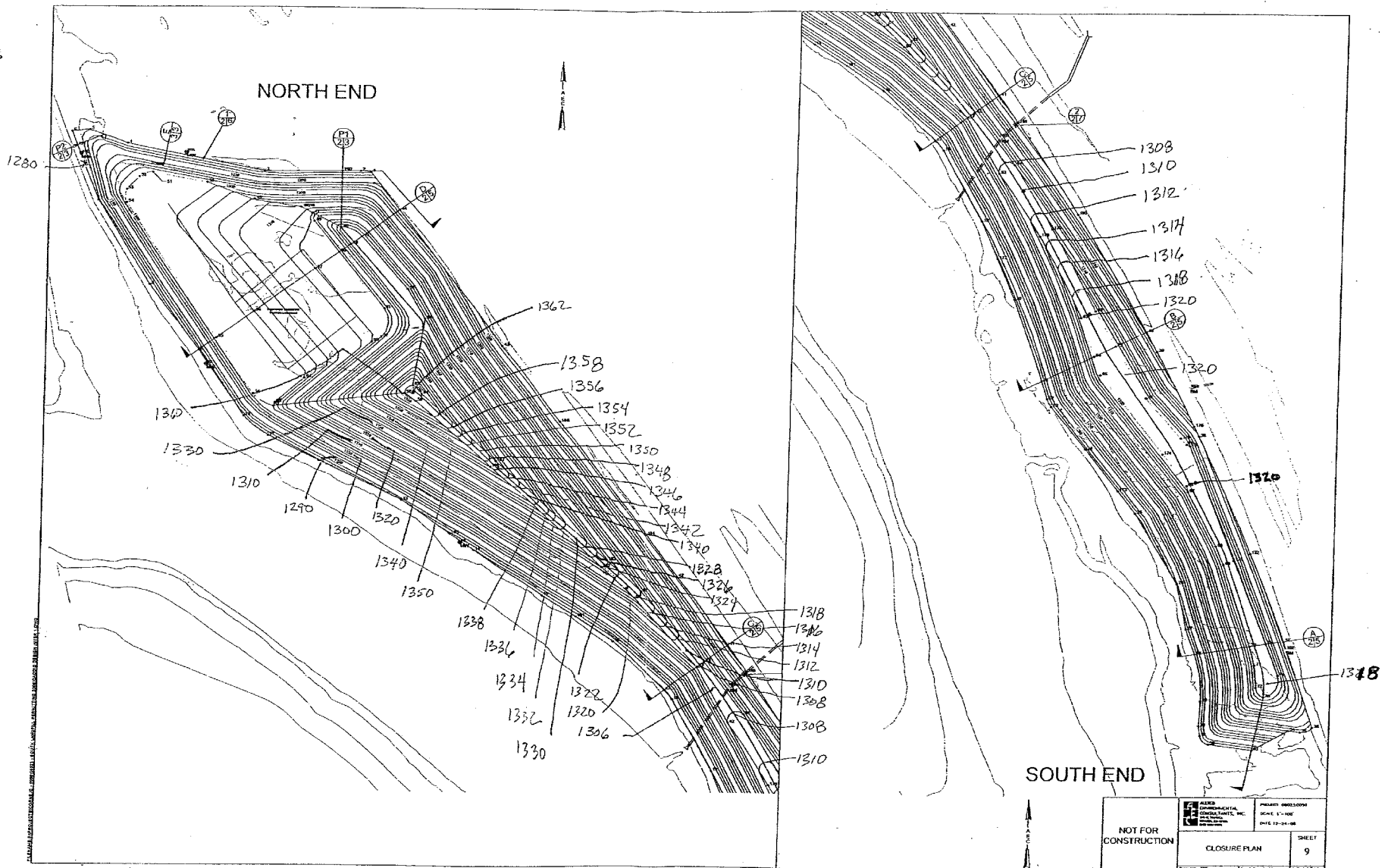
Approved as to form:

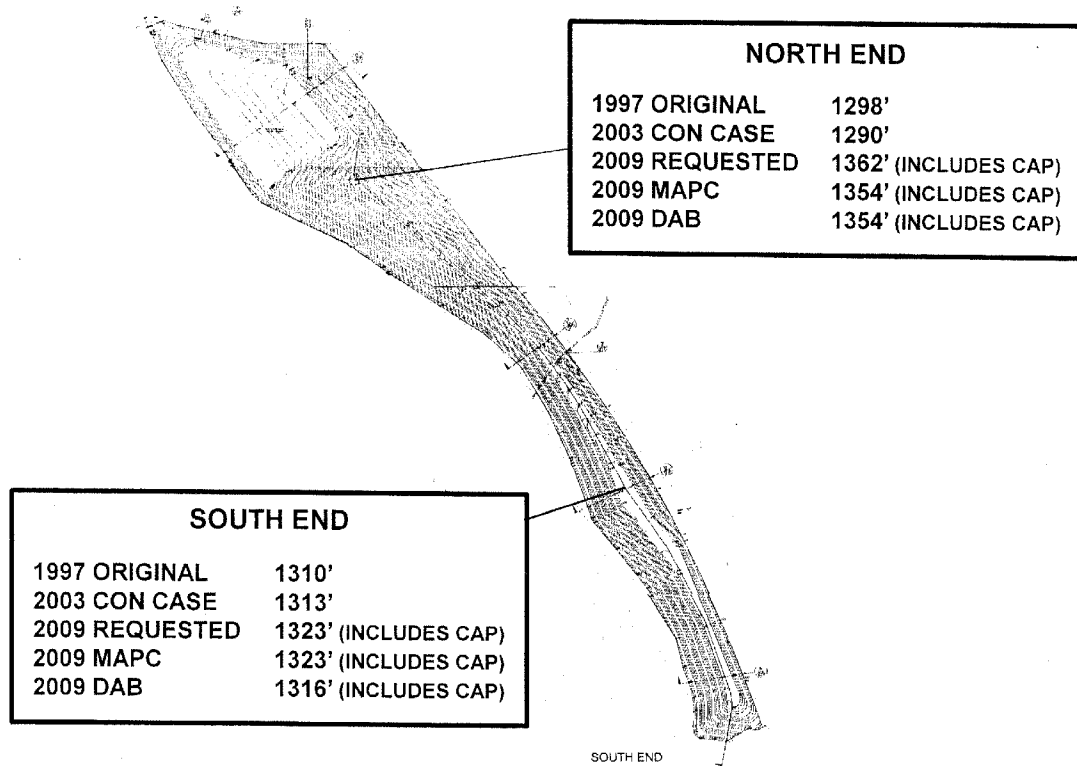
\_\_\_\_\_  
Gary Rebenstorf, City Attorney





PROPOSED  
ELEVATIONS









February 19, 2009

**DEPARTMENT OF  
ENVIRONMENTAL SERVICES**

**Environmental Services Field Inspection and Records Review**

**Cornejo & Sons Construction & Demolition Landfill - 3299 SE Blvd**

**Wichita, Kansas**

Following is a brief description of past inspections performed by City ES staff and KDHE Bureau of Waste Management and South Central District Office staff. A short document review follows the inspection review. Copies of the documents will be attached with a hard copy of this document, and sent via interoffice mail. PDF copies can be e-mailed upon request.

**Inspections:**

**February 12, 2009** – Jim Hardesty, ES Stormwater Environmental Specialist responded to complaint call regarding blowing trash and lack of stormwater best management practices implementation. (See attached Inspection) 13 deficiencies were noted. A Stormwater Management Plan was not on site as required by KDHE.

**February 9, 2009** - An unannounced inspection was conducted as a result of complaints of blowing trash debris. City representation was Tina Henry, OCI and Randy Owen, Environmental Services Air Quality Technician. State representation present was Debbie Travis CHMM, Environmental Scientist II and Joe Mitchell. Ron Cornejo arrived later to be advised as to why City and State presence. (See attached OCI Inspection) Per the inspection high wind gust did result in blowing debris, and Cornejo was in the process of resloping the western face to meet conditions of KDHE Order issued on January 17, 2007 (See attached) Recent precipitation had minimized on site blowing dust.

**April 5, 2008** – KDHE Inspection was performed by Deb Travis, KDHE in response to complaint of unauthorized disposal of grain at landfill. 7 deficiencies were noted including unauthorized waste disposal (grain, calking tubes, air tanks, etc), failure to control litter, failure to place waste to ensure mass stability, failure to manage storm water, and comingling stormwater with contact water. (See attached inspection)

**November 20, 2006** - KDHE Inspection was performed by Deb Travis; KDHE in response to fire that was reported by ES Air Quality staff. (See attached inspection) Deficiencies that were noted included: failure to place waste to ensure mass stability, waste not compacted sufficiently, Failure to submit Construction Quality Assurance Plan, Failure to submit written notification of modifications, unlawful operation of solid waste disposal facility. This inspection resulted in KDHE issuing Cornejo an Order to Eliminate Pollution and Hazards with Assessment of Administrative Penalties of \$10,500 on January 17, 2007 (attached). This order specifically addresses the failure to maintain the slopes at a 30 % or less grade.

## **Records Review:**

### **Correspondence dated Feb 13, 2009 from KDHE to Sedgwick County Commissioners –**

References Commissioners decision that Cornejo proposed expansion meets Sedgwick County Solid Waste Management Plan, however Commissioners need to submit variance to approve landfill expansion to property line as opposed to 150 foot buffer from property line as stated in KAR 28-29-302 (e) (2).

### **Correspondence dated February 13, 2009 from KDHE to Sedgwick County Health Dept**

KDHE notifying Sedgwick County Health Dept that the agency is seeking comment on proposed landfill expansion at Cornejo. (Note: Call from citizen, which resides on Butler in proximity of Cornejo C&D Landfill, to ES staff on 2/18/09 expressed concern about the “mountain of trash” Forwarded call to Assistant City Manager, Director of Planning and Director of Public Works)

### **Correspondence dated January 8, 2009 from KDHE to Cornejo**

Payments of \$15,000 penalty and requirements of Order to Cease Conditions that Threaten or cause Violations and/or Hazards dated August 28, 2008 were met.

### **November 7, 2008 Groundwater Sampling Event performed by GSI: Analytical report**

Nitrates exceeded Maximum Contaminant Level (MCL) at one of the wells. Vinyl Chloride also exceeded MCL levels. Resample results were non-detect for Vinyl Chloride. Arsenic level exceeded KDHE Tier 2 RSK values at three wells.

### **May 21, 2007 Groundwater Sampling Event performed by GSI: Analytical report**

Total Arsenic and Lead exceeded KDHE Tier 2 RSK values

### **KDHE Order to Eliminate Pollution & Hazards issued on January 17, 2007**

Included findings such as inadequate cover, stability and steep grades of slopes, ordered to implement corrections and pay \$10,500 penalties

### **Correspondence dated March 15, 2006 from KDHE to Cornejo**

Review of Updated Operating Plan updates should include how waste streams will be screened, requires 12 inches of cover, and requires litter to be picked up, plan to control run-of and a stormwater management plan (NOI) /Closure and post closure plans

### **April 20, 2006 Wichita/Sedgwick County Staff report**

Cornejo requested zone change from Light Industrial to General Industrial Air Quality expressed concerns about emissions and odors – Planning staff approved change with Protective Overlay that mitigates access, dust, emission and visual concerns.

## Summary

The file review indicates that the Cornejo C&D landfill has frequent occurrences of noncompliance with applicable State and Federal Landfill regulations. Over 70% of the violations are recurring indicating that the facility cannot or will not comply with past inspection citations. Stormwater Best Management Practices are not implemented. City ES staff are contacted approximately 1 to 2 times per month to respond to blowing trash litter and or excess dust. If the proposed expansion is approved noncompliance with stormwater, air quality and litter regulations could increase. Noncompliance and response to complaint calls results in an increased work load on City staff as well as reduce the quality of life of neighbors residing or doing business in the proximity of the Cornejo facility. Based on the frequent and recurring violations, as well as, potentially impacting the City's compliance with the City's NPDES Stormwater Permit, staff does not recommend the proposed expansion of the Cornejo C& D landfill site. Please contact me at 268-8351 if any questions.

Respectfully Submitted;

Rebecca Lewis, Division Manager  
Environmental Services

3-5-09 MAPC

HAND OUT

Item #6



TO: MAPC Members

FROM: Janet Johnson, Neighborhood Assistant, District III

SUBJECT: **CON2009-00003 Cornejo landfill Conditional Use Amendment**  
Conditional Use amendment to CU-425 (permits a construction and demolition landfill), as subsequently amended by CON2008-42, CON2005-01, CON2003-51 and CON2002-37, to increase the height of fill to NGVD29 elevation of 1362.

DATE: March 5, 2009

On Wednesday, March 4, 2009, the District III Advisory Board considered a request for a: Conditional Use amendment to CU-425 (permits a construction and demolition landfill), as subsequently amended by CON2008-42, CON2005-01, CON2003-51 and CON2002-37, to increase the height of fill to NGVD29 elevation of 1362.

The DAB Members were provided the MAPD staff report and attachments and an Environmental Services Field Inspection and Record Review report.

**The DAB members voted 9-0 against the Planning staff recommendation and passed a motion 9-0 that the landfill height not be allowed to be elevated beyond its current height, with the exception of any areas that are below the current 5 feet above railroad grade restriction.**

Approximately 25 citizens were present for the discussion and seventeen (17) of them spoke. All of the 17 citizens who spoke were against the Planning Staff recommended height increases.

The primary concerns from the District Advisory Board were the Environmental Services report which states: "Over 70% of the violations are recurring indicating that the facility cannot or will not comply with past inspection citations. Stormwater Best Management Practices are not implemented. City ES staff are contacted approximately 1 to 2 times per month to respond to blowing trash litter and or excess dust;" and the District Advisory Board members were also very concerned over the idea that Cornjeo was not aware of the 5' height restriction, it wasn't being monitored by any governmental agency, and that the paperwork that would clarify the situation is not available.

Primary concerns of the citizens were: 1) allowing this increase will not allow for the area to be used as a park in the future as planned 2) environmental concerns including pollution of the river and underground smoldering 3) blowing trash and dust 4) impact on wildlife 5) dumping of debris other than construction material 6) they have put up with this landfill in their neighborhood for 15 years and are tired of dealing with it.

3-5-09 MAPC

HAND OUT

Item #6

Crockett, Maryann

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From: K and R RV Park [kandrpark@cox.net]  
Sent: Wednesday, March 04, 2009 3:56 PM  
To: Crockett, Maryann  
Subject: Height of Landfill

March 3, 2010

Mr. Dale Miller  
Metropolitan Area Planning Commission  
Wichita, Kansas 67202

Ref. RRM Properties, LLC; Cornejo & Sons, Inc.  
Increasing the height of demolition landfill on Southeast Blvd.

Mr. Dale Miller:

As manager & resident of K & Park located at 3200 Southeast Blvd., I HIGHLEY recommend that M.A.P.C.  
NOT allow Cornejo & Sons to increase the height of the landfill from the original contract.

He has done a magnificent job of raping the area now along with ruining our environment.

We have had ENOUGH of his dirt blowing in our faces, trash in our yards & plastic bags hanging out of the trees.

ENOUGH is ENOUGH.

Thank you.

I am,

Rose Mary Lynch



## EXCERPT OF MARCH 5, 2009, MAPC HEARING

**Case No.: CON2009-03** - RRM Properties, LLC, RRM, LLC and Cornejo & Sons, Inc., (applicants, owners, and lessee); City of Wichita (owner-lessor) Request Amendment to City Conditional Use 425, as amended, to increase the height of fill permitted on a C&D landfill on property described as:

That part of Government Lot 1 in Sec. 10, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying east of the Wichita Chisholm Creek Diversion Canal, EXCEPT that part lying northeasterly of the A.T. & S.F. Railroad Right-of-Way, and EXCEPT that part described as beginning at the point of intersection of the north line of the NE 1 / 4 of said Sec. 10, with the west right-of-way line of said A.T. & S.F. Railroad; thence west along the north line of said NE 1 / 4, 431.6 feet more or less to the east line of the Wichita Chisholm Creek Diversion Canal Right-of-Way; thence southeasterly along the east line of said Drainage Canal Right-of-Way a distance of 646.5 feet more or less to the center line of the abandoned bed of the Chisholm Creek; thence northeasterly, easterly, and southeasterly, along the meanderings of the center line of said abandoned Chisholm Creek to a point 680 feet south of the north line of said NE 1 / 4; thence east parallel with the north line of said NE 1 / 4, 248.34 feet more or less to a point on the westerly Right-of-Way line of said A.T. & S.F. Railroad; thence northwesterly along the westerly Right-of-Way line of said railroad to the point of beginning, and EXCEPT a tract of land in the NE 1 / 4 of Sec. 10, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point on the westerly right-of-way line of the A.T. & S.F. Railroad, N89° 47'W, 1526.15 feet and S37° 31'E, 859.98 feet from the Northeast corner of the said NE 1/4 of said Sec. 10; thence along said westerly right-of-way line S 37° 31' E, 1499.21 feet to the east line of said NE 1/4; thence along said East line S02° 46' W, 242.34 feet to the centerline of Chisholm Creek; thence along said centerline the following bearings and distances N26° 46'W, 46.59 feet, N13°15'W, 213.50 feet, N43°01'W, 349.10 feet, N28° 53'W, 472.42 feet, N49° 23'W, 417.83 feet, S25°00'W, 138.42 feet, S76°24'W, 96.58 feet, N31° 05'W, 209.45 feet, N05°10'W, 194.00 feet, N47°00'W, 25.48 feet; thence S 89°47'E, 248.34 feet to the point of beginning, TOGETHER WITH those portions of Government Lots 1 and 2 of Sec. 11, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, lying westerly of a line drawn parallel and concentric with and distant 50.0 feet westerly, as measured at right angles and radially from the Burlington Northern and Santa Fe Railway Company's (formerly the Atchison, Topeka and Santa Fe Railway Company) Main Track centerline, as now located and constructed and lying north of the following described line: Commencing at the intersection of the north line of said Lot 2 with a line which lies 50 feet westerly of, measured normally distant from the center line of the present main track of the Railway Company; thence in a southerly direction along said line which lies 50 feet westerly of, normally distant from and parallel to said center line of the present main track of the Railway Company, a distance of 550.8 feet to the true point of beginning; thence N80°00'W, 137.6 feet; thence N05°15'W, 60.25 feet; thence west to the left bank of the Arkansas River.

AND

A tract of land in the Northeast Quarter of Section 10, Township 28 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, further described as follows: Beginning at a point on the westerly right-of-way line of the A.T. & S.F. Railroad, N89° 47'W, 1526.15 feet and S37° 31'E, 859.98 feet from the Northeast corner of the said NE/4 of said Section 10; thence along said westerly right-of-way line S 37° 31' E, 1499.21 feet to the east line of said NE/4; thence along said East line S02° 46' W, 242.34 feet to the centerline of Chisholm Creek; thence along said centerline the following bearings and distances N26° 46'W, 46.59 feet, N13°15'W, 213.50 feet,

N43°01'W, 349.10 feet, N28° 53'W, 472.42 feet, N49° 23'W, 417.83 feet, S25°00'W, 138.42 feet, S76°24'W, 96.58 feet, N31° 05'W, 209.45 feet, N05°10'W, 194.00 feet, N47°00'W, 25.48 feet; thence S 89°47'E, 248.34 feet to the point of beginning, shown by actual survey to contain 4.30 acres more or less.

AND

That part of the West Half (W ½) of the Southwest Quarter (SW ¼) of Section 11, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. in Sedgwick County, Kansas, bounded on the South by the Kansas Turnpike Right-of-Way; on the West by the Arkansas River; on the East by the Right-of-Way of the Atchison, Topeka & Santa Fe Railroad; and on the North by the tract of land heretofore deeded to the Atchison, Topeka & Santa Fe Railroad Company, as disclosed in Book 548 at Page 136 of the Register of Deeds of Sedgwick County, Kansas, and containing approximately 4 Acres, more or less.

AND

Commencing on the W line of RR & 378.75' SE of the N line of the NE/4; then W 526.58' for the beginning; then SE 260.26' then Easterly 121.39' to the center line of the creek; then SW 141.2' to the E line of the canal; then NW to a point West of beginning; then E 21.47' to the point of beginning in Section 10, Township 28 South, Range 1 East. Generally located southwest of K-15 and 31st Street South.

**BACKGROUND:** In February of 1997, Conditional Use 425 (CU 425) was approved by the Metropolitan Area Planning Commission (MAPC) that allowed RRM, LLC to develop a construction and demolition (C&D) landfill on a tract of land that is located south of 31<sup>st</sup> Street South and west of Highway K-15. Ownership of the application area is divided between the City of Wichita, 17.46 acres, and the applicant who owns an abutting 19.18 acres. Combined the two ownerships make up the 38.71-acre C&D site, and the application area that is the subject of this request. Among the conditions of approval was a condition that established a maximum height of fill. The applicant is requesting an amendment to CU-425 (as amended previously by Conditional Use (CON) applications: CON2002-37, CON 2003-51, CON2005-01 and CON2008-42) to increase the allowed height of fill for the C&D landfill to an elevation of 1362 NGVD29 (National Geodetic Vertical Datum of 1929) on the northern end, and 1320 NGVD29 on the southern end. Condition H of both previously approved CON2003-51 and CON2005-01 limit the maximum height of C&D fill to no higher than five feet above the grade of railroad tracks at any cross section.

According to the applicant's engineer, the elevation of the land closest to the railroad tracks ranges from a low point of 1285 NGVD29 to a high of 1308 NGVD29. Since Condition H limits the height of the fill to no higher than five feet above the tracks at any cross section, the current maximum height of fill is limited to an elevation of 1290 NGVD29 on the north and 1313 NGVD29 on the south, plus the height of the railroad bed ballast, ties and tracks. The requested maximum height of 1362 NGVD29 on the northern end is 72 feet higher than currently permitted. The requested height of 1320 NGVD29 on the southern end is seven feet higher than currently permitted. The present highest height of the fill on the northern end was reported by the applicant on February 13, 2009, to be 1351 NGVD29, and the highest point on the southern end is 1307 NGVD 29.

The applicant's proposed profile has its highest point, 1362, on the northern end sloping down southward to the approximate center of the fill area, which is proposed to have an approximate elevation of 1306, then increases in elevation as one goes further south to the proposed southern high elevation of 1320 NGVD29.

The applicant is not requesting any change or additions in permitted use or extension of time for operation of the C&D landfill, just the increase in height of fill; however, the applicant's site plan proposes to leave an unfilled area in the northwest corner of the site that is labeled "proposed transfer station location." This application, CON2009-03, did not include a request for a transfer station. A separate application will have to be made for consideration of a transfer station, or CON2009-03 will have to be amended to include consideration of a transfer station at the same time the current application for an increase in height is being considered. Any action taken on CON2009-03, as currently filed, does not represent an approval or denial of a transfer station, and does not permit the applicant to install or operate such a use on the site.

Access to the site is by a driveway connected to Highway K-15. The property is zoned Limited Industrial ("LI") subject to development conditions contained in the previously mentioned conditional uses, and is located southwest of the intersection K-15 with 31<sup>st</sup> Street South, including the land between K-15 and the Arkansas River, from south of the terminus of 31<sup>st</sup> Street South to I-35 (KTA).

As indicated above, a portion of the site is owned by the City of Wichita. (See attached map.) The City's property is leased to Cornejo and Sons, Inc. and RRM, LLC c/o Ron Cornejo, under the terms established by the June 3, 1997, lease agreement. By the terms of the lease, C&D activities are scheduled to cease by December 31, 2010, (CON2005-01). Condition 10 of the lease states that within six months after the cessation of operations the site is to be closed, and the applicant is expected to return the leased premises to the City in a condition established by Exhibit B of the lease that depicts the site as a linear park (attached). The lease agreement expired on April 1, 2005, but was automatically extended to be coterminous with extensions to the Conditional Use permit. If this request is approved as requested, the contract should be amended to address the park site plan as it appears to have a wider, flatter top than depicted by the site plan associated with this application. It should be noted that this land is not owned by the Wichita Park Board, as is some city park land; therefore the ultimate re-use of the site rests with the City Council. Some safety concerns have been expressed about having a park whose only access is across an active railroad line. Another aspect regarding re-use of the site for a park is: while the proposed steeper slope may limit some of the uses to which the re-developed site might be put to use, the higher elevation will provide a better screen between the shoreline of the river and the urban activity occurring on the railroad tracks, K-15 and the other more intensely developed properties located east of the site. Shoreline is highly valued as a recreational setting, and a screen that isolates the river bank from more active uses could be viewed as an amenity once land filling activities are complete.

It has also been noted that the applicant is currently excavating and replacing material previously installed, and is re-grading the site to meet KDHE compaction and slope requirements. As part of that activity, the applicant is expects to gain additional fill volume, possibly as much as eight feet in some places, due to improved compaction.

The majority of the land located west of K-15 Highway, and north of the landfill site is zoned LI, and is currently used for construction activities, including a rock crusher and a building wrecking/salvage construction business. The Wichita Wastewater Treatment facility, the closed Chapin landfill, the Wichita drainage canal and the Arkansas River are located west of the application area. East of the site are: railroad tracks, K-15 Highway, several single-family residences on property zoned SF-5 Single-family Residential ("SF-5"), and a mobile home park (at the southeast corner of 31<sup>st</sup> street and K-15) located on property zoned LC Limited Commercial ("LC") and manufactured home park on property zoned MH Manufactured Home ("MH") directly east of the site. Several commercial uses are located at the northeast corner of 31<sup>st</sup> Street and K-15 on property zoned LC. Areas south of the landfill are undeveloped and zoned LI.

**CASE HISTORY:** CU-425, approved in February 1997, allowed the establishment of the C&D landfill, subject to conditions, including maximum height of fill limitations, and the initial closure date of April 1,

2003. CON2002-37, granted in 2002, extended the deadline for closure to April 1, 2004. The applicant stated that, in part, they needed the time extension due to the nearly two years that were lost between the City's initially conditional use permit approval in 1997 and KDHE permit approval in 1999. CON2003-51 extended the deadline to April 1, 2005, and CON2005-00001 to December 31, 2010. CON2008-42 added acreage to the area permitted to be filled and eliminated the restriction that only licensed haulers can bring loads to the landfill.

**ADJACENT ZONING AND LAND USE:**

NORTH:	LI, LC	Rock crusher, building wrecking/salvage, mobile home park, vacant commercial buildings, auto repair
SOUTH:	LI	KTA, lumber yard, Chapin Park
EAST:	LI, SF-5, MH	Railroad line, single-family residences, manufactured home park
WEST:	LI	Arkansas River, Wastewater Treatment Plant

**PUBLIC SERVICES:** The site has access to K-15 Highway, a four-lane expressway. Municipal sewer and water services are not necessary for this use.

**CONFORMANCE TO PLANS/POLICIES:** The "Wichita Land Use Guide" depicts this site as appropriate for industrial uses. Location guidelines contained in the Comprehensive Plan indicate that industrial uses should be located near support services, and be provided with good access to major arterials, and should be extensions of existing industrial uses. The C&D site generally meets these criteria. The plan does not have location guidelines for C&D landfills. Plan objectives also recognize the need to minimize the potential for environmental contamination while maintaining cost efficiency by proper management of construction debris generated throughout the County. The Arkansas River has traditionally had a status as a "navigable stream used for interstate commerce," under landfill regulations and other statutory and judicial interpretations. These concerns and environmental concerns were addressed in previous Conditional Use and KDHE permit reviews, and it was found to be an appropriate use under State law and KDHE regulations.

**RECOMMENDATION:** Approval of the request would allow for the complete use of the site as a C&D facility, and by some measure, may reduce the demand for C&D capacity in other locations by the volume allowed with the increased height on this site. Currently, this is the only C&D facility operating in the southern part of Sedgwick County. Increasing the fill height of the facility could reduce the travel distance for citizens, smaller contractors or home remodelers living or working in the southern part of the city and county. The requested height extension up to 1362 on the north would allow a portion of the fill to be some 72 feet higher than the currently permitted northern fill elevation of 1290. The requested southern elevation of 1320 is more consistent with the currently permitted elevation of 1313. Approval of the request to increase the fill height by 72 feet potentially makes it more difficult to re-use the site as a traditional linear park; however improvements such as paved walkways may mitigate some of that concern. It is recommended that the site be developed consistent with the conditions listed below, amending Condition H to permit fill to a maximum height of 1351 NGVD29 on the north and 1320 NGVD29 on the south, including the soil cap required for closure; and references to a transfer station be removed from the site plan.

- A. *Demolition and construction wastes as defined by KAR 28-29-3(G) and City Code 7.08.020(8), shall be the only landfill material permitted. Hazardous or toxic wastes, as defined by K.S.A. 65-3430 et seq. shall not be permitted for disposal at the site.*
- B. The landfill operation shall obtain all applicable permits and proceed in accordance with all conditions established by the Kansas Department of Health and Environment (KDHE), Wichita-

Sedgwick County Health Department, FEMA, the Corps of Engineers, the Department Wildlife and Parks.

- C. The deposit of material on site shall cease by December 31, 2010.
- D. The landfill may be open to the general public. A landfill operator shall be on the site during all hours of operation for the purpose of screening incoming trucks for inventory of the type, size and quantity loads, and direction of loads to the appropriate cells. Hours of operation shall not exceed 7:00 AM to 6:00 PM Monday through Saturday. Access to the subject property shall be prohibited except during the hours of operation.
- E. The delivery of construction and demolition waste to the site shall be only by way of the K-15 entrance.
- F. A minimum 6-foot high fence shall be installed on the earthen screening berms along the northeastern property line, if determined to be needed by the Zoning Administrator, to minimize the blowing of any materials onto adjacent properties. The fence shall be either chain link or welded or woven wire with openings no larger than two inches.
- G. Upon written notice of any violation by the City Zoning Administrator or the Wichita-Sedgwick County Health Department, the operation shall cease and the violation shall be corrected with 48 hours.
- H. A detailed grading/drainage plan shall be submitted to the Department of Public Works for review and approval prior to commencement of operations. A copy of the approved grading and drainage plan shall be submitted to the Planning Department for filing with other case materials. The operation of the landfill shall be in conformance with the approved grading and drainage plan, and with the "Site Plan, as amended" and "Sections on Construction and Demolition Area" attached as exhibits to these conditions, except that the maximum height of the fill, including closure cap (exclusive of the screening berm) shall be no more than 5 feet higher than the elevation of the Santa Fe railroad track in any cross section not exceed NGVD29 Datum elevation of 1351 on the north and 1320 on the south, and the final contour of the fill area shall conform to the elevations depicted on the site plan titled "Closure Plan" and dated 12-24-08. Landfill operations shall be staged, with berms to be constructed and seeded along the east face of the fill to screen the operations for view in that direction. No more than 6 acres shall be in operation at any one time. Prior to the opening of any new area the previous area shall be graded and seeded in accordance with the approved plan.
- I. Prior to commencement of the landfill operation the applicant/owner shall obtain a guarantee acceptable to the City Attorney and payable to the City of Wichita guaranteeing that cover material, final grading, and seeding are performed, as detailed in the approved grading plan. This guarantee shall be in the amount of \$100,000.00.
- J. The applicant/owner shall pay a yearly fee to the City of Wichita to offset the cost of landfill inspection by the Wichita-Sedgwick County Health Department. The fee shall be paid prior to the operation of the landfill and shall be \$1,000.00 for the first 12 months of operation. The fee for subsequent periods shall be established after review and recommendation by the Wichita-Sedgwick County Health Department to the City Council. The maximum increase in the fee shall be limited to 100% for any 12-month period. In no event shall said fee exceed the actual direct and indirect cost of such inspection.

- K. Prior to commencement of the landfill operation the applicant/owner shall file a restrictive covenant for the application area, which shall remain in perpetuity with the property. This covenant shall prohibit the use of the land for human habitation, prohibit the construction of structures which penetrate the final cap or cover, unless authorized by the Health Department; and require approval of the Wichita-Sedgwick County Health Department for use of the land for the production of food crops. The covenant shall be in such form as may be approved by the City Attorney.
- L. The applicant/owner shall erect a sign prior to landfill operation. This sign shall be a minimum 8-foot wide by 4 foot high and be prominently displayed at the site entrance. The sign shall include the display of the following message in 4 inch or larger letters that contrast with the background:

THIS LANDFILL MAY ONLY ACCEPT DEMOLITION WASTE. GARBAGE AND  
HAZARDOUS WASTE IS NOT ALLOWED. LANDFILL OPERATES 7:00 AM TO  
6:00 PM MONDAY THROUGH SATURDAY.

In addition to above information, the sign shall contain all information required by state agencies. The sign shall be maintained in good repair and be clearly visible.

- M. Prior to the commencement of the landfill operation, the applicant shall remove from the site all surface material which is not defined as demolition or construction waste by KAR 28-29-3(G) and City Code 7.08.020(8).
- N. Prior to the commencement of the landfill operation, the applicant shall provide for installation and monitoring of a network of at least four wells, which draw water from the uppermost permanent aquifer. These wells will be installed, constructed, operated and sampled to comply with the requirements of the Wichita-Sedgwick County, and shall remain in operation for 10 years from the date landfill closure. Collection and analysis of samples from the wells will be accomplished on a quarterly basis by the Health Department on a quarterly basis, and the actual costs of the monitoring shall be reimbursed by the applicant/owner. Monitoring of runoff and methane shall also be provided for 10 years after closure of the landfill.
- O. The applicant shall pave the 31<sup>st</sup> Street entrance, as well as water all unpaved roadways, as needed, in order to minimize dust. Cover material shall be applied daily to the area being filled. The operator shall be responsible for street sweeping as necessary on K-15 to minimize the accumulation of mud or debris.
- P. The applicant shall install traffic detectors at the time the entrance drive is paved, in accordance with City Engineering specifications.
- Q. The applicant shall install a deceleration lane to City Engineering specifications on southbound K-15 at the entrance to the landfill, prior to commencement of the landfill operation.
- R. This proposed construction and demolition waste landfill shall be in compliance with all conditions of approval by the MAPC, and/or the Governing Body, as specified above or this conditional use shall be considered null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The majority of the land located west of K-15 Highway, and north of the landfill site is zoned LI, and is currently used for construction

activities, including a rock crusher and a building wrecking/salvage construction business. The Wichita Wastewater Treatment facility, the closed Chapin landfill, the Wichita drainage canal and the Arkansas River are located west of the application area. East of the site are: railroad tracks, K-15 Highway, several single-family residences on property zoned SF-5, and a mobile home park (at the southeast corner of 31<sup>st</sup> street and K-15) located on property zoned LC and manufactured home park on property zoned MH directly east of the proposed Phase III area. Several commercial uses are located at the northeast corner of 31<sup>st</sup> Street and K-15 on property zoned LC. Areas south of the landfill are undeveloped and zoned LI. The character of the area is predominantly industrial and commercial, except for the manufactured home park and the single-family subdivision located east of K-15.

2. The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned for LI subject to the conditions in CU-425, as amended by CON2002-37, CON2003-00051, CON2005-00001 and CON2008-42, and has been used for a C&D landfill since about 2000. From a physical standpoint, the site appears to be able to accommodate the proposed increased heights. On the flip side, one of the conditions of approval requires that the C&D operations cease by December 31, 2010, while another condition limited the height of fill to no higher than five feet above the elevation of the railroad tracks at any cross section, 1290 to 1313 NGVD29. The site has already been filled, at one location, to an approximate elevation of 1351, 61 feet higher than initially expected. Other portions of the site are proposed to be filled to 1320 NGVD29, seven feet higher than permitted by the current Conditional Use approval. The City of Wichita owns a portion of the application area, and has allowed the operator to develop the C&D landfill subject to the conditions contained in the Conditional Use approvals referenced above, and the lease agreement. The lease agreement intended that the site be reused as a linear park. Increasing the height of fill with the contours shown on the submitted site plan may limit the reuse of the site as a traditional park as depicted on Exhibit B of the lease agreement, but does leave the site to be used in some capacity as a park or open space and as a screen for the river bank. Concerns have been expressed with the safety of having parkland whose only access is across an active railroad track.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of this request increases the height of the landfill approximately 72 feet over the current height limitation, and would make the landfill the highest land form in the immediate area. Since the commencement of landfill operations, nearby residents have complained to the Office of Central Inspection (OCI) about dust and debris, allegedly coming from the application area. The operator has had four time extensions, keeping the use in operation much longer than initially expected by nearby residents. Depending upon the volume of material coming into the site, and compaction of the fill material, increasing the height could well lead to another request for extension of time, leaving residents to continue to react to what they feel is dust and debris generated from the site. OCI reports that they have investigated a number of complaints but have not filed any criminal complaints against the applicant. Nearby property owners have an expectation by the terms of the previously approved conditional uses and the lease agreement that the fill area would have a limited height and the site would be able to be developed into a linear park. Approval of this request probably limits the range active recreational uses of the site due to the slope and the narrow flat area left on top, and the need to prevent erosion that could compromise the soil cap. However, increasing the height should not detrimentally impact nearby property owners to any greater extent than they are being impacted today.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Increasing the height to elevation 1351 and 1320 NGVD29 would allow the site to be fully utilized as a C&D landfill, and not cause the operator to remove

material already placed on the site. Limiting the height to current elevations of 1351 and 1320 NGVD29 would presumably, with better compaction, allow for more fill material to be brought in, thus reducing haul time, expense and convenience for dropping off demolition wastes in the southern part of Sedgwick County. Presumably denial of the applicant's request entirely and leaving the height limitation of five feet above the tracks of the railroad would be an economic hardship upon the operator.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "Wichita Land Use Guide" depicts this site as appropriate for industrial uses. Location guidelines contained in the Comprehensive Plan indicate that industrial uses should be located near support services, and be provided with good access to major arterials, and should be extensions of existing industrial uses. The C&D site generally meets these criteria. The plan does not have location guidelines for C&D landfills. Plan objectives also recognize the need to minimize the potential for environmental contamination while maintaining cost efficiency by proper management of construction debris generated throughout the County. The Arkansas River has traditionally had a status as a "navigable stream used for interstate commerce," under landfill regulations and other statutory and judicial interpretations. These concerns and environmental concerns were addressed in previous Conditional Use and KDHE permit reviews, and it was found to be an appropriate use under State law and KDHE regulations.
6. Impact of the proposed development on community facilities: Approval of staff's recommendation will leave the site in a better position to be used as a public park than if the applicant's request is approved. Due to neighborhood complaints, the facility has generated additional inspections from various enforcement officers.
7. Neighborhood support or opposition. There has been significant neighborhood opposition to earlier requests to modify conditions regulating landfill operations at this location, and there have been subsequent complaints regarding dust and debris.

**DALE MILLER**, Planning Staff presented the Staff Report.

**MILLER** apologized if the use of the term "elevation" instead of "height" caused any confusion on the application. He commented that the applicant was requesting a height of 1362 on the north and 1320 on the south. He said DAB III recommended that they be allowed to fill any areas that are below the current five feet above the railroad grade restriction. He said several citizens and neighbors spoke against the proposal citing dust and debris generated by the C&D activity. He said staff recommendation was to allow a height of up to 1351 on the north and 1320 on the south. He added that the landfill permit will cease December 31, 2010, and that the applicant is not asking for an amendment to the time.

**MITCHELL** asked staff why they did not recommend approval of the applicant's elevation requests. He asked what the purpose was of limiting the elevation to what it is now.

**MILLER** said there were several factors including the City's commitment to the neighborhood that this use would end at some point; the elevation is already 1351 in some places, and it didn't make sense to make the applicant remove any materials because that would cause more problems with dust and debris. He said staff wanted to try to accommodate the applicant's request and neighborhood expectations so they thought some compromise in the middle would work for both parties. In addition, he said staff feels where the fill is now is an appropriate, particularly since the location is to be used for parkland per the original lease agreement. He said 11 feet or higher will create a 3/1 slope which is the maximum allowed by the Kansas Department of Health and Environment (KDHE). He said the slope is going to limit the



amount of space on top to be used for a traditional park. He said some special type of park might work, but the steepness of the slope is going to be an issue.

**MILLER STEVENS** asked if the 1351 included the cap, or would the cap go on top of that.

**MILLER** reported that the DAB recommended that the cap go on top of the elevation. He said Planning Staff recommended including the cap in the 1351 elevation.

**FOSTER** asked if staff was looking at other sites around and outside the county for this C&D use. He suggested there may be a need to keep filling this space up at this point in time.

**MILLER** responded that one of the considerations was that there isn't any other C&D landfill in the southern part of the county and that it made sense to maximize this space since it already exists and there is a need for this use. He mentioned Brooks Landfill at K-96 and Hoover. He also mentioned that Mr. Cornejo testified at the DAB meeting that the site will probably be full prior to the December 31, 2010, deadline.

**FOSTER** clarified that the Park and Recreation Department doesn't own any of this land, and asked if the Park Department actually wants this as a future park site.

**MILLER** acknowledged that the Park Department did not own the land; however, he said the Park Department Director has indicated they would be interested in this area as a park site. He also said the option for a park was included in the terms of the applicant's lease which stipulated that the area be left in a certain condition to be used as parkland. He said the Park Board has expectations based on the terms of the lease. He said there are some access concerns because patrons will have to cross very active railroad tracks to get into the area and, that is a negative factor.

**MITCHELL** asked the date of the original application.

**MILLER** said 1997.

**DENNIS** reported that he has had ex parte communication on this item. It was the general consensus that all Commissioners had received some type of communication.

**CHAIRMAN DOWNING** mentioned that one communication he received alleged that the location was operating illegally and that the original permit should never have been issued. He requested that the Law Department comment on that issue.

**JOE LANG, CITY ATTORNEY** briefly explained that KDHE issued the permit in error because of the location's proximity to a navigable stream. He said the issue was litigated and a settlement reached with KDHE, the City of Wichita and the Sierra Club. He said KDHE extended the permit and grandfathered in the activity. He the C&D landfill is legally operating now.

**HENTZEN** pointed out that Chapin and Brooks are also located along the river.

**BOB KAPLAN, REPRESENTING THE APPLICANT** said he would make a brief presentation and asked if he could save any time not used for his rebuttal.

**MOTION:** To allow the agent to save presentation time for the rebuttal.

**MITCHELL** moved, **HENTZEN** seconded the motion, and it carried (13-0).

**KAPLAN** said the applicant has made this request simply to accommodate the existing fill heights that exist now. He said the original conditional use application approved in 1997 did not have a height restriction. He said the first height restriction appeared in the 2002 amendment, 5 years after the fact. He said at that time, they were already past the 1362 and 1320 point.

**KAPLAN** said they believe they will be done at the site sooner than the December 31, 2010, deadline since they are already in the process of covering the area. He said dust and debris is secondary to C&D operations, and added that the dust is from the Rock Crushing Operation. He said every landfill has issues and that his client cooperates fully and remediates any issues as soon as possible. He mentioned picking up paper, providing cover and screening. He said he thinks Mr. Cornejo does an admirable job in keeping within restrictions when compared with other landfills in the state. He said it would be foolish not to maximize use of the site since it is the only C&D in south Wichita. He said if you are going to have development you are going to have to have C&D landfills.

**KAPLAN** introduced **PAUL CLARK** from Allied Environmental Consultants who was present to answer any technical questions on the operation. He referred to an actual photo which he said was an accurate depiction of what the site will look like when the C&D is completed. He said it doesn't do any good talking about how the conditional use shouldn't have been approved in 1997.

**HILLMAN** said he would like to understand how they remediated the violations for arsenic and lead and how they will continue to meet guidelines while moving fill around at the site.

**RON CORNEJO, CORNEJO AND SONS** said he doesn't believe there was a violation for arsenic and lead, that he is aware of.

**HILLMAN** referred to the Staff Report, specifically, the report from the Department of Environmental Services.

**CORNEJO** indicated he didn't believe he saw that. He said they monitor and test water samples from the wells every 6 months. He said they had one test that was marginal; however, they retested that and it came back fine.

**HILLMAN** asked why they paid a \$15,000 fine in 1998.

**CORNEJO** said that fine was for compaction and site slopes. He said they redid the sloping because the slopes were too steep and not compacted properly, that was not for pollutants.

**HILLMAN** asked if they would be bringing in additional materials to the site.

**CORNEJO** said they would be importing the 18" impermeable clay cap that goes on the top of the landfill and the 12" of vegetative material.

**HILLMAN** commented that in the materials provided with the Staff report, even after retesting, arsenic levels at the site exceeded KDHE guideline levels.

**CORNEJO** said he didn't believe they have had high levels of contamination on site. He asked **PAUL CLARK**, who he explained does monitoring and landfill management for them, to address the issue.

**PAUL CLARK, ALLIED ENVIRONMENTAL CONSULTANTS, WICHITA** referenced the November 7, 2008, citation finding that indicated that arsenic exceeded KDHE Tier 2 RSK values at 3

wells. He said that finding implied that the arsenic was naturally occurring and not coming from the landfill itself. He commented that he had been consulting engineer since April, 2008, so he was catching up on some of the background information at the site. He commented that they monitor a number of landfills across the state including Cowley County, Wellington, and investigation and reporting for Harvey County so they see a lot of different situations because they do a lot of monitoring. He said ground water often has arsenic, lead, cadmium and chromium which are naturally occurring elements. He said heavy metals also occur naturally in sediments in south central Kansas, which have the “red beds” due to those chemicals.

**KENNY DIXON** said he grew up in this neighborhood and bought his house from his folks because he chose to live there. He said he understands that the height limit was supposed to be 5-feet above the level of the railroad and that was it. He said once Cornejo reached that 5-foot point, they kept on going. He said he doesn’t know if that was greed or laziness. He said this site has reached its limit and probably shouldn’t have been allowed to be dumped there to begin with. He said he can’t see how this is going to be turned into a public park with this level and said it will be more of a hazard resulting in lawsuits. He said allowing this to continue to happen with trash blowing off the site is hurting peoples businesses in the area. He also mentioned that people have to clean their cars every day because of the dust and dirt. He said a lot of people that were at the DAB Meeting last night can express themselves a lot better than he can. He concluded by mentioning the foul smell, the fact that it is an eyesore and a big mountain of trash. He also mentioned that he had taken a day of vacation to come and speak to the Commission about this.

**JOHN KEMP, 3000 EAST DUNHAM, PRESIDENT OF THE K-15 NEIGHBORHOOD**

**ASSOCIATION** said neighbors were present to try to see if they can stop the trash, dirt, dust and debris created from the site. He mentioned the elevations being discussed and asked the Commission if they would like to have a 72-foot height hill in their front yard 5- 6 stories high, because that is what he has to look at every day from now on with all the dust, trash, and odor. He said in 1977 the Army Corp. of Engineers told the City of Wichita, Ron Cornejo, and the MAPC that the Arkansas River was a navigable river. He said the point was argued and this is where the whole mistake came from. He said Cornejo & Sons convinced the MAPC and the City Council that the Arkansas River was a non- navigable river where they can put the landfill. He said current State Law states that you are not allowed to put a landfill within 1½ miles of a river, whether it is navigable or non-navigable. He asked the Commission to take into consideration what the neighbors have been through since 1997. He said they have breathed dust and picked up trash. He also mentioned that he has glaucoma and that it stems from the environment that you live in. He said on October 26, 2001, **MR. CORNEJO** was cited and fined \$8,000 by KDHE for having stuff in the landfill that wasn’t supposed to be there. He said the applicant’s attorney is claiming that they didn’t know anything about the 5-foot berm. He said then staff is claiming that they lost information on how long that 5-foot berm above the railroad track has been part of the conditional use. He said that condition was put in 1997 and has been in every amendment since then, which amounts to approximately eight amendments. He said he can prove it was there in the amendment papers. He said somebody is “pulling someone’s leg” but they are not blowing smoke up his pant leg. He concluded by asking the MAPC if they would think about what the neighborhood is thinking about.

**RICHARD HUGGINS, SUNNYBROOK** said he lived ¼ mile from the site and that he can’t add much to what **MR. KEMP** has said. He said with all the noise it is hard to enjoy an afternoon in your front yard or back yard. He said with the blowing dust, you can’t keep anything clean. He also mentioned that the height of the fill seemed to reflect and amplify the train noise into the neighborhood. He said he didn’t know anything about the 5-foot limit until last night. He said the applicant has been in non-compliance and requested that the height be stopped where it is.

**KAPLAN** responded that he was being quoted as saying things he never said. He said the 5-foot restriction was not there in the 1997 conditional use. He said it came about as the result of an amendment 5 years after it was originally approved and by that time, the 5-foot restriction had already been exceeded. He said although the 5-foot restriction was recommended by the Citizen Participation Organization (CPO) in 1997, it didn't find it's way into the final conditional use approved by the City Council. He said whether the Arkansas River is a navigable river has not been a legal issue and has nothing to do with whether you can put a boat in it and float down river. He said the KDHE elected not be bound by the Army Corp. of Engineers and all that is history, so that is the end of that. He said his client is asking the MAPC to approve an elevation of 1,362 to the north. He stated that DAB III recommended approval last night to leave what is there and fill the areas that are below 5 feet. He concluded by stating that he believes his client is entitled to the relief they are asking for.

**MITCHELL** asked if anyone from Environmental Services was present at the meeting today. (No one responded.)

**HILLMAN** asked if anyone from the Park Board was present today. **MR. KEMP** said he worked for the Park Department.

**HENTZEN** asked **MR. KEMP** if he was present as an official of the Park Board or just a member of the Park Department.

**KEMP** said he was present as President of the K-15 Neighborhood Association.

It was the general consensus that **MR. KEMP** could not speak as a representative of the Park Department for purposes of this issue.

**MOTION:** That the height be capped at the 5 foot level as originally planned; properly sealed and planted; and turned over to the Park Department.

**HILLMAN** moved, and the motion died due to lack of a second.

**MOTION:** To approve the applicant's request for a height of 1362 on the North and 1320 on the south.

**HENTZEN** moved, **DENNIS** seconded the motion.

**JOHNSON** asked if that 1362 included the 18 inch clay cap and 12 inches of other fill.

**MILLER** commented that the applicant/agent was indicating that it does include the cap and fill.

**VAN FLEET** and **HENTZEN** requested clarification of staff's recommendation.

**MILLER** indicated that staff was recommending a 1,351 elevation on the north and a 1320 elevation on the south.

**SUBSTITUTED MOTION:** To approve subject to staff recommendation, as revised, that the 1351 elevation does not include the cap.

**VAN FLEET** moved, **FOSTER** seconded the motion, and it carried (8-5).  
**DOWNING, MARNELL, MCKAY, MITCHELL, MILLER STEVENS – No.**

There was brief discussion concerning the cap and additional fill amounting to approximately 2 ½ feet and whether that would be included in the elevation or added after the elevation figures being discussed.

**MARNELL** asked the applicant how the 1351 elevation not including the closing cap would affect the life of the landfill.

**CORNEJO** said it doesn't extend the life of the landfill a great deal. He said they are fine with staff's recommendation if that is what they can get. He said they would love to have the additional space, but it doesn't mean that much.

**PAUL CLARK** explained that the cap would consist of 18" of impermeable highly compacted clay and 12" of top soil suitable for growing grass.

**DIRECTOR SCHELGEL** suggested revising paragraph H under conditions to indicate that the 1351 elevation ***DOES NOT*** include the cap closure.

**MITCHELL** said he will not support the substitute motion because he said the landfill was opened to serve a public purpose and it is still doing that; it has a closure date that is not going to be exceeded; and said he doesn't believe anyone can look at the difference between what the applicant has requested and what staff has recommended and know if the elevation has changed. He said if the applicant is going to finish using the site by 2010, he should be the given authority to do so in a way that is most practical for the public use.

**MARNELL** asked legal Counsel about the appropriateness of using State Letterhead on local zoning issues. He mentioned ex parte communication he received on this item from a State Representative on official State stationary. He said that seemed inappropriate and unethical to him.

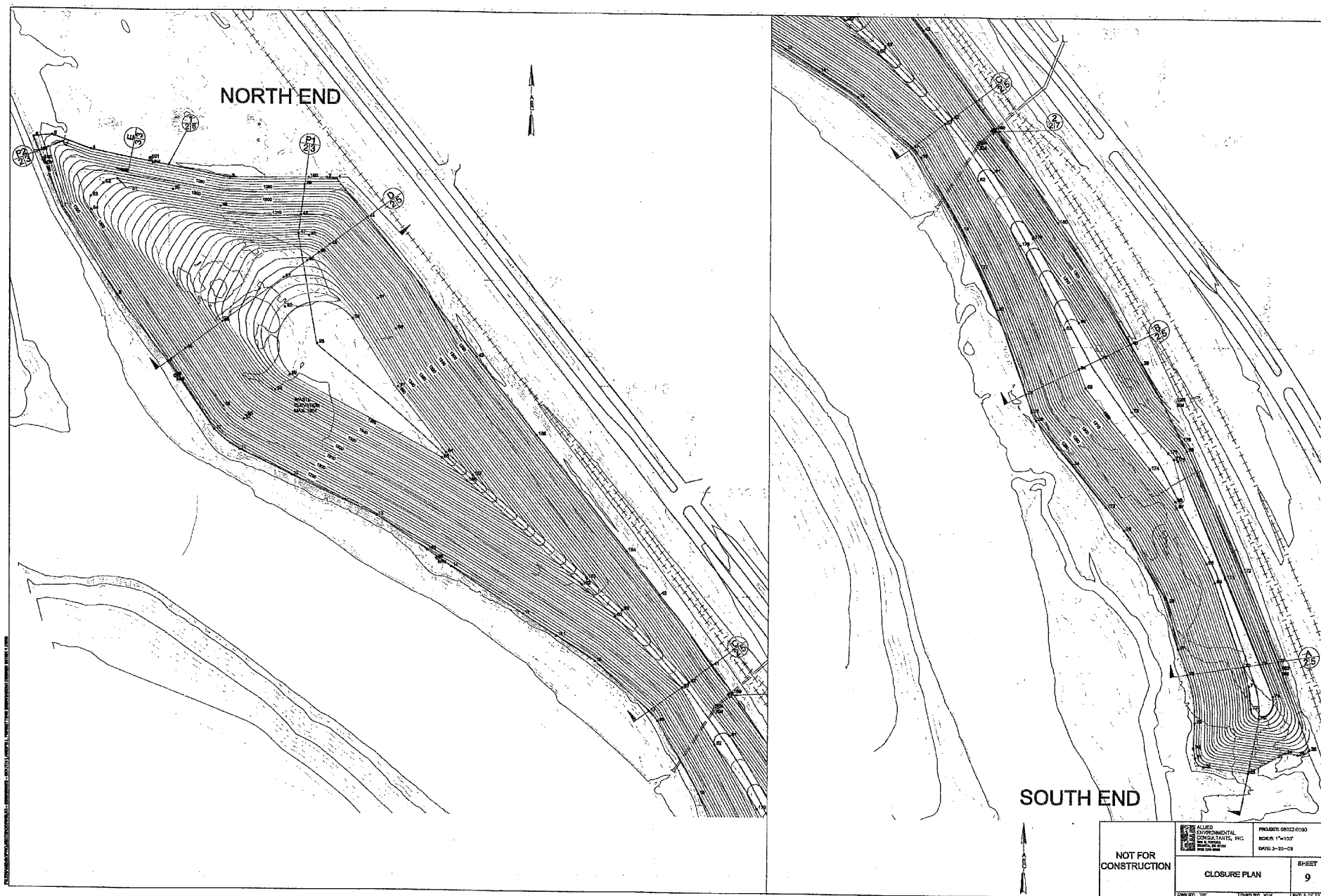
**JOE LANG, CITY ATTORNEY** commented that was an opinion, but he could not give an answer on that.

**MARNELL** said so then it is just his opinion that it is unethical to try to use one's influence like that as though this is official State business.

**LANG** said he would have to look at State legislative rules as to what they can use their stationary for and he wouldn't want to make that determination anyway.

**MARNELL** asked if the Planning Commission had official stationary that he could use. He asked **MR. PARNACOTT** if he had a different opinion.

**BOB PARNACOTT, COUNTY COUNSEL** said he agreed with **MR. LANG** and said that would be a question for legislative ethics and he didn't know how they enforce those rules at the legislative level. He said there must be rules on how legislators can and cannot use their stationary and he suggested **MR. MARNELL** refer his question to them.



**City of Wichita**  
**City Council Meeting**  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** CON2009-00003 – Amendment to Conditional Use CU-425, as amended, to permit an increase in the height of fill on a construction and demolition landfill on property generally located west of K-15 Highway and south of 31<sup>st</sup> Street South. (District III)

**INITIATED BY:** Metropolitan Area Planning Department

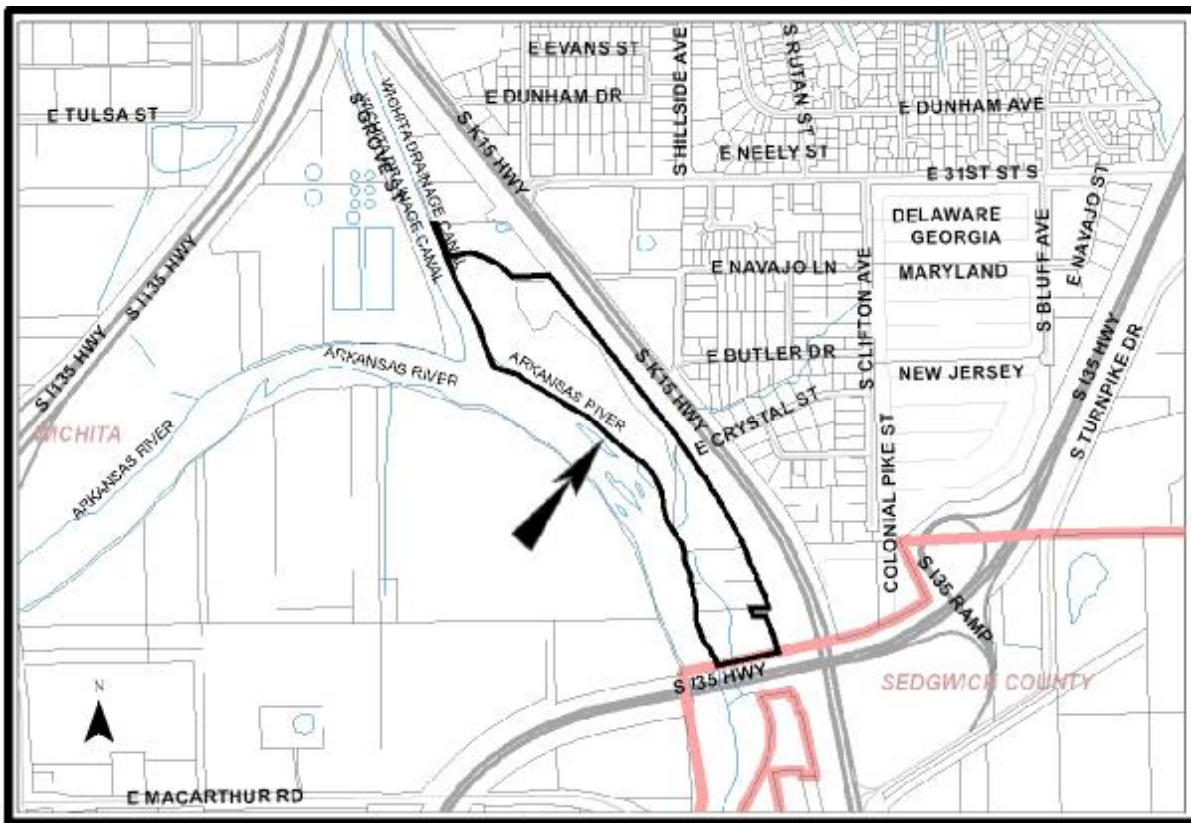
**AGENDA:** Planning (Non-Consent)

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**MAPC Recommendations:** Approve per staff recommendation, maximum NGVD29 (National Geodetic Vertical Datum established in 1929) height of 1354, including the closure cap, on the north and 1323, including the closure cap, on the south. (8-5)

**MAPD Staff Recommendations:** Approve, maximum NGVD29 height of 1354, including the closure cap, on the north and 1323, including the closure cap, on the south.

**DAB III Recommendation:** Approve NGVD29 height of 1354, including the closure cap, on the north and 1316, including the closure cap, on the south. (9-0)





**Background:** In February of 1997, Conditional Use 425 (CU 425) was approved by the Metropolitan Area Planning Commission (MAPC) that allowed RRM, LLC to develop a construction and demolition (C&D) landfill on a tract of land that is located south of 31<sup>st</sup> Street South and west of Highway K-15. Ownership of the application area is divided between the City of Wichita, 17.46 acres, and the applicant who owns an abutting 19.18 acres. Combined the two ownerships make up the 38.71-acre C&D site, and the application area that is the subject of this request. Among the conditions of approval for CU-425 was Condition H that established a maximum height of fill at 1298 on the north and 1310 on the south, as depicted on the drawing titled “Sections on Construction and Demolition Area.” Construction and demolition material has been deposited on the site since late 1999, resulting in the highest elevation of fill located to the north, a lower elevation of fill material located on southern end of the site, with the lowest elevation of fill material located in the middle.

The applicant is requesting an amendment to CU-425 (as amended previously by Conditional Use (CON) applications: CON2002-37, CON 2003-51, CON2005-01 and CON2008-42) to increase the allowed height of fill for the C&D landfill to an elevation of 1362 NGVD29 (National Geodetic Vertical Datum of 1929, a federally established method of measuring heights above sea level) on the northern end, and 1320 NGVD29 on the southern end. In 2003, the permitted maximum height of fill was modified by Condition H of CON2003-51 and CON2005-01 limiting the maximum height of C&D fill to no higher than five feet above the grade of railroad tracks at any cross section.

According to the applicant’s engineer, the elevation of the land closest to the railroad tracks ranges from a low point of 1285 NGVD29 to a high of 1308 NGVD29. Since Condition H of both CON2003-51 and CON2005-01 limited the height of the fill to no higher than five feet above the tracks at any cross section, the current maximum permitted height of fill is limited to an elevation of 1290 NGVD29 on the north and 1313 NGVD29 on the south, plus the height of the railroad bed ballast, ties and tracks. The requested maximum height of 1362 NGVD29 on the northern end is 72 feet higher than currently permitted. The requested height of 1320 NGVD29 on the southern end is seven feet higher than currently permitted. The highest height of the fill on the northern end was reported by the applicant on February 13, 2009, to be 1351 NGVD29, and the highest point on the southern end is 1307 NGVD 29.

The applicant’s proposed profile has its highest point on the northern end (1362 NGVD29), sloping down southward to the approximate center and lowest proposed level of the fill (1306 NGVD29), then the proposed fill level increases in elevation as one goes further south to the proposed southern high elevation of 1320 NGVD29.

The applicant is not requesting any other change in the conditions of approval or additions in permitted use or extension of time for operation of the C&D landfill, just the increase in height of fill; however, the applicant’s site plan proposes to leave an unfilled area in the northwest corner of the site that is labeled “proposed transfer station location.” This application, CON2009-03, did not include a request for a transfer station. A separate application will have to be made for consideration of a transfer station, or CON2009-03 will have to be amended to include consideration of a transfer station at the same time the current application for an increase in height is being considered. Any action taken on CON2009-03, as currently filed, does not represent an approval or denial of a transfer station, and does not permit the applicant to install or operate such a use on the site.

Access to the site is by a driveway connected to Highway K-15. The property is zoned Limited Industrial (“LI”) subject to development conditions contained in the previously mentioned Conditional Uses and is located southwest of the K-15 intersection with 31<sup>st</sup> Street South, including the land between K-15 and the Arkansas River, from south of the terminus of 31<sup>st</sup> Street South to I-35 (KTA).

As indicated above, a portion of the site is owned by the City of Wichita. (See attached map.) The City’s property is leased to Cornejo and Sons, Inc. and RRM, LLC c/o Ron Cornejo, under the terms established by the June 3, 1997, lease agreement. By the terms of the lease, C&D activities are scheduled to cease by December 31, 2010, (CON2005-01). Condition 10 of the lease states that within six months after the

cessation of operations the site is to be closed, and the applicant is expected to return the leased premises to the City in a condition established by Exhibit B of the lease that depicts the site as a linear park (attached). The lease agreement expired on April 1, 2005, but was automatically extended to be coterminous with extensions to the Conditional Use permit. If this request is approved as requested, the contract should be amended to address the park site plan as it appears to have a wider, flatter top than depicted by the site plan associated with this application. It should be noted that this land is not owned by the Wichita Park Board, as is some city park land; therefore, the ultimate re-use of the site rests with the City Council. Some safety concerns have been expressed about having a park whose only access is across an active railroad line. Another aspect regarding re-use of the site for a park is while the proposed steeper slope may limit some of the uses to which the re-developed site might be put to use, the higher elevation will provide a better screen between the shoreline of the river and the urban activity occurring on the railroad tracks, K-15 and the other more intensely developed properties located east of the site. Shoreline is highly valued as a recreational setting, and a screen that isolates the river bank from more active uses could be viewed as an amenity once land filling activities are complete.

It has also been noted that the applicant is currently excavating and replacing material previously installed and is re-grading the site to meet KDHE compaction and slope requirements. As part of that activity, the applicant expects to gain additional fill volume, possibly as much as eight feet in some places.

The majority of the land located west of K-15 Highway, and north of the landfill site is zoned LI, and is currently used for construction activities, including a rock crusher and a building wrecking/salvage construction business. The Wichita Wastewater Treatment facility, the closed Chapin landfill, the Wichita drainage canal and the Arkansas River are located west of the application area. East of the site are: railroad tracks, K-15 Highway, several single-family residences on property zoned SF-5 Single-family Residential ("SF-5"), a mobile home park (at the southeast corner of 31<sup>st</sup> Street South and K-15) located on property zoned LC Limited Commercial ("LC") and a manufactured home park on property zoned MH Manufactured Home ("MH") directly east of the site. Several commercial uses are located at the northeast corner of 31<sup>st</sup> Street South and K-15 on property zoned LC. Areas south of the landfill are undeveloped and zoned LI.

**Analysis:** District Advisory Board (DAB) III reviewed this application on March 4, 2009; approximately 50 people were in attendance. Typical comments made by citizens were: a) How much longer would they have to deal with noise, dust and debris generated by the site? b) The applicant's requested heights are higher than allowed at three other closed landfills located in the area creating an eyesore. c) The landfill represents a potential pollution threat to the Arkansas River. d) In the neighbor's opinions, it is time for the landfill use to cease as the neighbors have put up with the landfill longer than they expected. e) Landfill activity has blocked access to the river and scared away the wildlife that used to feed and nest there. f) Will the increased heights prevent the use of the site as a park? DAB III recommended approval (9-0) of a maximum height of elevation 1354 (including the closure cap) on the north; on the remainder of the site the height of fill is limited to five feet above the grade of the railroad tracks, plus the closure cap, which would result in a southern elevation of 1316. (See attached DAB III memo.)

The Metropolitan Area Planning Commission (MAPC) reviewed the application on March 5, 2009. Neighbors who spoke in opposition mentioned concerns similar to those expressed at the DAB III meeting. The MAPC approved, by an 8-5 vote, a maximum NGVD29 height of fill of 1351 plus the three-foot closure cap on the north, and 1320 plus the three-foot closure cap on the south. Listed below is Condition H as recommended by the MAPC:

- A. A detailed grading/drainage plan shall be submitted to the Department of Public Works for review and approval prior to commencement of operations. A copy of the approved grading and drainage plan shall be submitted to the Planning Department for filing with other case materials. The operation of the landfill shall be in conformance with the approved grading and drainage plan, and with the "Site Plan, as amended" and "Sections on Construction and Demolition Area" attached as

exhibits to these conditions, except that the maximum height of the fill, excluding closure cap (exclusive of the screening berm) shall be no more than 5 feet higher than the elevation of the Santa Fe railroad track in any cross section not exceed NGVD29 Datum elevation of 1351 plus the three-foot closure cap on the north and 1320 plus the three-foot closure cap on the south, and the final contour of the fill area shall conform to the elevations depicted on the approved "Closure Plan." Landfill operations shall be staged, with berms to be constructed and seeded along the east face of the fill to screen the operations for view in that direction. No more than 6 acres shall be in operation at any one time. Prior to the opening of any new area the previous area shall be graded and seeded in accordance with the approved plan.

All other conditions of approval, except Condition H, remain unchanged.

For Conditional Use applications, the decision of the MAPC is final unless the decision of the planning commission is protested or appealed. In this case, there were not any protests or appeals from neighboring property owners; the case was appealed by the Director of Planning, as allowed by code.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

**Legal Considerations:** The resolution has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Concur with the findings of the MAPC, and approve the amendment to Condition H as recommended, with all other conditions of approval remaining in effect, with a simple majority vote; or
2. Deny the amendment to the Conditional Use request by making alternative findings, and override the MAPC's recommendation (it requires a two-third majority vote to override the MAPC's recommendation); or
3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2009-00005**

Zone change request from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") on property described as:

A tract of land in the Southeast Quarter of Section 13, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning 760 feet East and 330 feet North of the Southwest corner of said Southeast Quarter; thence West 122.5 feet; thence North 330 feet; thence East 122.5 feet; thence South to beginning; generally located north of West Central Avenue and east of North Mount Carmel Avenue.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## EXCERPT OF THE MARCH 5, 2009, MAPC HEARING

**Case No.: ZON2009-05 and CON2009-04** - Dennis Niedens (Applicant) Request City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential and City Conditional Use request for multifamily development within the TF-3 Two-family Residential zoning district on property described as:

A tract of land in the Southeast Quarter of Section 13, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning 760 feet East and 330 feet North of the Southwest corner of said Southeast Quarter; thence West 122.5 feet; thence North 330 feet; thence East 122.5 feet; thence South to beginning. Generally located north of W. Central Avenue and east of N. Mt. Carmel Avenue (2929 W. Elm).

**BACKGROUND:** The applicant requests TF-3 Two-family Residential (“TF-3”) zoning on a 0.84-acre site, currently zoned SF-5 Single-family Residential (“SF-5”). The site is currently undeveloped. The applicant also requests a Conditional Use for multiple duplexes on one lot; the applicant intends to develop four duplexes with eight total units (see the attached site plan). The property is 36,590 square feet, with 126 linear feet of frontage along West Elm Street.

Property north and west of the subject site is zoned SF-5 and is developed with single-family residences, while the property to the east is also zoned SF-5, but is currently undeveloped. Property south of the subject site is zoned LC Limited Commercial (“LC”) and is developed as a shopping center with frontage along Central Avenue.

**CASE HISTORY:** The application area is unplatted land located in the City of Wichita.

### **ADJACENT ZONING AND LAND USE:**

NORTH:	SF-5	Single-family residence
SOUTH:	LC	Shopping center
EAST:	SF-5	Vacant
WEST:	SF-5	Single-family Residence

**PUBLIC SERVICES:** The streets nearest to the subject site are Mount Carmel and Elm Street, both of which are paved, local residential roads, with 60-foot right-of-ways. Neither street has recorded traffic counts. The closest major intersection to the subject site is Zoo Boulevard and Central Avenue, located approximately 800 feet southwest of the subject site. Both Zoo and Central are paved principal arterials, with traffic counts around 12,000 ADTs for Zoo Boulevard and approximately 31,000 for Central Avenue. A sewer line currently runs through the center of the site and the nearest water line terminates at the intersection Custer and Elm, less than 70 feet from the north property line of the subject site. This site is currently unplatted and will be required to be platted in order to be developed.

**CONFORMANCE TO PLANS/POLICIES:** The “2030 Wichita Functional Land Use Guide” of the Wichita-Sedgwick County Comprehensive Plan identifies the application area as “Urban Residential.” The Urban Residential category encompasses all development densities found in the municipality. This category of use encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may be found in this category.

The Comprehensive Plan's "Residential Locational Guidelines" for medium and high density residential state that such uses should be: (1) transitional land uses between commercial and low density uses and may also serve to buffer low-density residential uses from commercial uses, (2) allocated to within walking distances of neighborhood commercial centers, parks, schools and public transportation routes while being in close proximity to concentrations of employment, major thoroughfares and utility trunk lines, (3) directly accessible to arterial or collector streets in order to avoid high traffic volumes in lower density residential neighborhoods, and (4) sited where they will not overload or create congestion in existing and planned facilities/utilities.

This request conforms to the goals and objectives of the residential land use category of the Wichita-Sedgwick County Comprehensive Plan. The goal for residential land use within the plan is to provide for rural, suburban, and urban residential areas, which provide for a variety of housing opportunities. The objective to the goal is to encourage residential redevelopment, infill and higher density residential development that maximizes the public investment in existing and planned facilities and services. One of the strategies used is the use of Community Unit Plans, Planned Development Districts and zoning as tools to promote mixed use development, higher density residential environments and appropriate buffering.

The Unified Zoning Code (UZO) permits multiple duplexes on one lot in TF-3 zoning with the approval of a Conditional Use. The UZO limits multiple dwellings on one lot in the TF-3 zone to 14.5 dwelling units per acre; this application is below that limit.

**RECOMMENDATION:** The immediate neighborhood is a mixture of single and multi-family development, with commercial uses to the south and therefore not out of character with the proposed duplexes. Likewise, the proposed zone change is in complete conformance with the Land Use Guide of the Comprehensive Plan. Under the current SF-5 zoning the application area could be developed with up to seven dwelling units, this zone change and conditional use request propose creating four duplexes with eight dwelling units.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request be **APPROVED subject to the following conditions:**

**A. APPROVE** the zone change (ZON2009-05) to TF-3 Two-family Residential ("TF-3"), subject to platting within one year.

**B. APPROVE** the Conditional Use Request (CON2009-04), subject to the following conditions:

1. The site shall be limited to four duplexes and eight total dwelling units.
2. A revised site plan will need to be provided that will determine if the location of landscaping, parking, setbacks and any other detail.
3. The site shall be developed in general conformance with the approved site plan.
4. Development on the site shall conform to all applicable codes to include zoning, building, landscape, housing, and health codes.
5. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property north and west of the subject site is zoned SF-5 and is developed with single-family residences, while the property to the east is also zoned SF-5 but is currently undeveloped. Property south of the subject site is zoned LC and is developed as a shopping center with frontage along Central Avenue.
2. The suitability of the subject property for the uses to which it has been restricted: The property could be developed with single-family residential units as currently zoned.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning and two-family development should have no negative effects on surrounding single-family residences. The proposed duplexes would serve as a transitional buffer from the more intense commercial development and Central Avenue south of the site to the remaining neighborhood further to the north and west.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide” of the Wichita-Sedgwick County Comprehensive Plan identifies the application area as “Urban Residential.” The Urban Residential category encompasses all development densities found in the municipality. The proposed development conforms with the requirements of the Unified Zoning Code.
5. Impact of the proposed development on community facilities: The proposed duplex development should have no greater impact on community facilities than development that could take place under the current single-family zoning.

**DERRICK SLOCUM**, Planning Staff presented the Staff Report.

**SLOCUM** mentioned several corrections to the Staff Report including that the site size should be .84 acres; that east and west should be switched on page 2 under Background, paragraph 2, lines one and two; and added that the entire application is subject to platting within one year.

**MARNELL** (In @1:36 P.M.)

**MOTION:** To approve subject to staff recommendation.

**MILLER STEVENS** moved, **JOHNSON** seconded the motion, and it carried (13-0).

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** ZON2009-00005 and CON2009-00004 – City zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential with a Conditional Use (CON2009-04) for multiple two-family residences on one lot, generally located north of W. Central Avenue and east of North Mount Carmel Avenue (2929 West Elm) (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

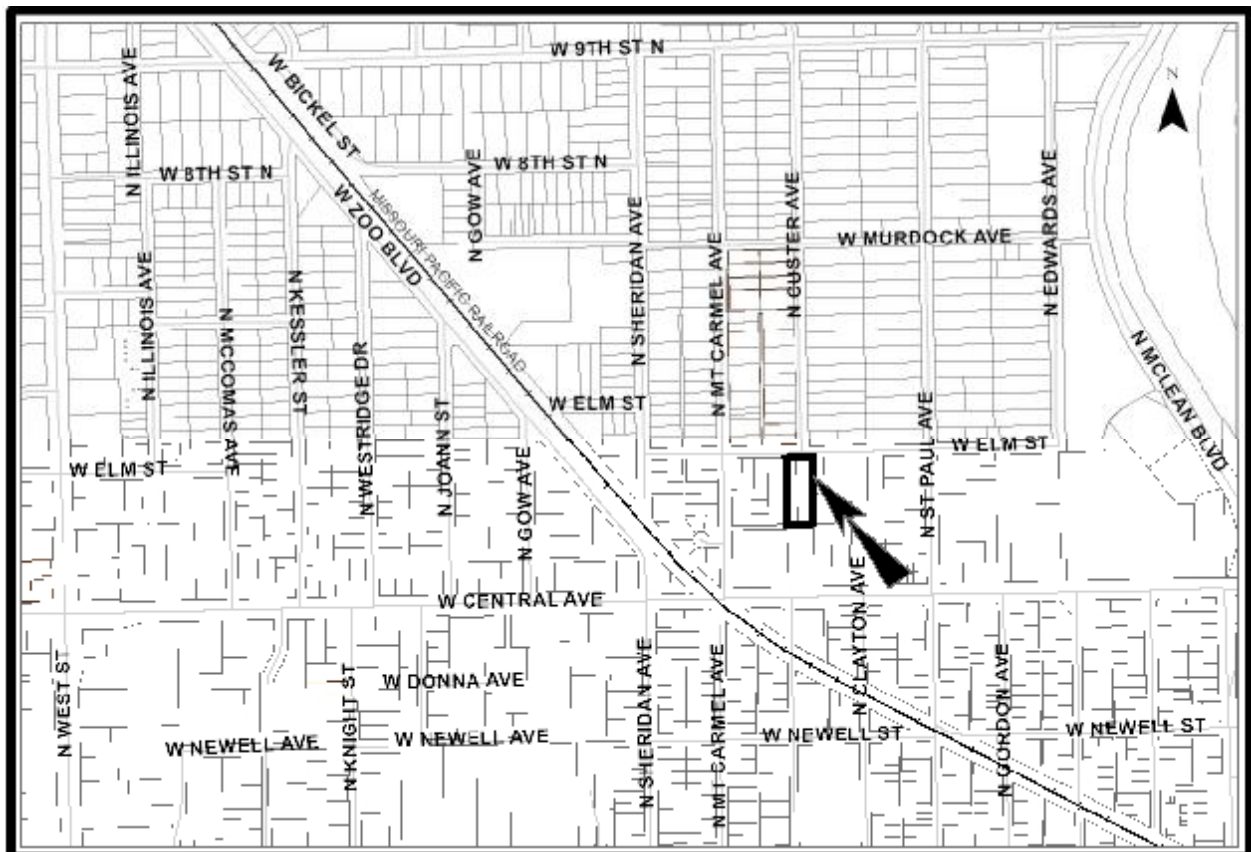
**AGENDA:** Planning (Consent)

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**MAPC Recommendations:** Approve, subject to staff recommendations (13-0)

**MAPD Staff Recommendations:** Approve, subject to conditions

**DAB VI Recommendations:** Approve, subject to staff recommendations (8-0)





**Background:** The applicant requests TF-3 Two-family Residential (“TF-3”) zoning on a 0.84-acre site, currently zoned SF-5 Single-family Residential (“SF-5”). The site is currently undeveloped. The applicant also requests a Conditional Use for multiple duplexes on one lot; the applicant intends to develop four duplexes with eight total units (see the attached site plan). The property is 36,590 square feet, with 126 linear feet of frontage along West Elm Street.

Property north and west of the subject site is zoned SF-5 and is developed with single-family residences, while the property to the east is also zoned SF-5, but is currently undeveloped. Property south of the subject site is zoned LC Limited Commercial (“LC”) and is developed as a shopping center with frontage along Central Avenue.

**Analysis:** This case was heard at the District VI Advisory Board meeting held on March 2, 2009. At that meeting, the DAB voted (8-0) to approve the request subject to staff conditions. A couple members had concerns about access for fire trucks and parking for the units. The fire department will provide their input on the site during the platting process, and the duplexes will have two parking spaces per unit. There were no citizens to speak on the request.

At the MAPC meeting held March 5, 2008, MAPC voted (13-0) to recommend approval of the zone change and Conditional Use request subject to staff recommendation. The case was approved by consent and there was no one in the public to speak for or against the application.

The action of the MAPC was to **APPROVE** the request, subject to platting within one year, and subject to the following conditions:

A. **APPROVE** the zone change (ZON2009-05) to TF-3 Two-family Residential (“TF-3”), subject to platting within one year.

B. **APPROVE** the Conditional Use Request (CON2009-04), subject to the following conditions:

1. The site shall be limited to four duplexes and eight total dwelling units.
2. A revised site plan will need to be provided that will determine if the location of landscaping, parking, setbacks and any other detail.
3. The site shall be developed in general conformance with the approved site plan.
4. Development on the site shall conform to all applicable codes to include zoning, building, landscape, housing, and health codes.
5. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC and approve the zone change to TF-3 Two-family Residential (“TF-3”) and Conditional Use; withhold the publication of the ordinance until the plat is recorded;  
or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

**City of Wichita**  
**City Council Meeting**  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** SUB 2008-90 -- Plat of Hiller Addition located north of Central and west of Hydraulic. (District I)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (12-0)

**Background:** This site, consisting of one lot on one acre, is a replat of a portion of the Pearce and Vantillburgh's Addition and the Sim's Subdivision. The site is located within Wichita's city limits and is zoned LI Limited Industrial.

**Analysis:** Municipal services are available to serve the site.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** None.

**Recommendations/Actions:** Approve the plat and authorize the necessary signatures.



Published in The Wichita Eagle on \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON 2008-59**

Zone change request from RR Rural Residential to LC Limited Commercial, for property described as:

Lot 1, Block A, North Greenwich Addition, Wichita, Sedgwick County, Kansas; and

Zone change request from RR Rural Residential to MF-18 Multi-family Residential , for property described as:

Lot 2, Block A, North Greenwich Addition, Wichita, Sedgwick County, Kansas.

Generally located north of 29<sup>th</sup> Street North and on the east side of Greenwich Road.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 29, WAR INDUSTRIES SEWER (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH) 468-84590** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 1, MAIN 29, WAR INDUSTRIES SEWER (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH) 468-84590** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 1, Main 29, War Industries Sewer (north of 29th St. North, east of Greenwich) 468-84590.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ten Thousand Dollars (\$10,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2009**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

## **NORTH GREENWICH ADDITION**

Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A, NORTH GREENWICH ADDITION shall each pay ½ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_  
day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **DECEL LANE IMPROVEMENTS AND LEFT TURN LANE IMPROVEMENTS IN GREENWICH ROAD AT THE FULL MOVEMENT APPROACHES TO NORTH GREENWICH ADDITION (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH (472-84807))** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING **DECEL LANE IMPROVEMENTS AND LEFT TURN LANE IMPROVEMENTS IN GREENWICH ROAD AT THE FULL MOVEMENT APPROACHES TO NORTH GREENWICH ADDITION (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH (472-84807))** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing paving on **decel lane improvements and left turn lane improvements in Greenwich Road at the full movement approaches to North Greenwich Addition (north of 29th St. North, east of Greenwich (472-84807)).**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Two Hundred Forty Thousand Dollars (\$240,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2009** exclusive of the costs of temporary financing.



SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**NORTH GREENWICH ADDITION**

Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A NORTH GREENWICH ADDITION shall each pay ½ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2009.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90430 (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90430 (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90430 (north of 29th St. North, east of Greenwich).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Thousand Dollars (\$300,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2009**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

## **NORTH GREENWICH ADDITION**

Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A, NORTH GREENWICH ADDITION shall each pay ½ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day

of\_\_\_\_\_, 2009

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK  
(SEAL)

**NOTICE OF COMMUNITY UNIT PLAN**  
**NORTH GREENWICH DEVELOPMENT - DP-316**

THIS NOTICE made this 13<sup>th</sup> day of March, 2009, by  
Greenwich Investments, LLC, a Kansas Limited Liability Company, hereinafter called  
"Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

**NORTH GREENWICH ADDITION**  
Lots 1 and 2, Block A

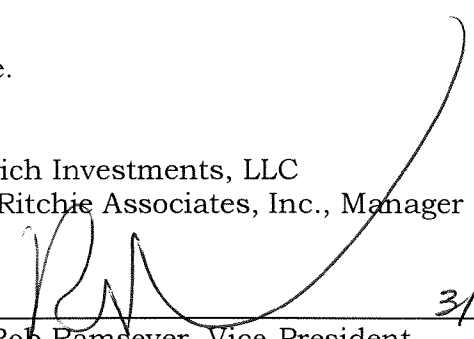
and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan named North Greenwich Development Community Unit Plan, DP-316 has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 and 2, Block A, NORTH GREENWICH ADDITION, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

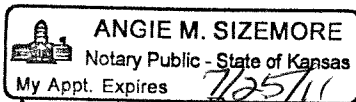
Greenwich Investments, LLC  
By: Ritchie Associates, Inc., Manager

By:  3/13/09  
Rob Ramseyer, Vice-President

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of March, 2009,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas  
Corporation, Manager of Greenwich Investments, LLC, a Kansas Limited Liability  
Company, personally known to me to be the same persons who executed the within  
instrument of writing and such persons duly acknowledged the execution of the same  
on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.



(My Appointment Expires: 7/25/11)

Angie M. Sizemore  
Notary Public

**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )   SS:

We, Greenwich Investments, LLC, a Kansas Limited Liability Company, owners of NORTH GREENWICH ADDITION, Wichita, Sedgwick County, Kansas do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1.       Lateral Sanitary Sewer Improvements
2.       Sanitary Sewer Main Improvements
3.       Water Line Improvements
4.       Water Main Improvements
5.       Left Turn Lane and Decel Lane Improvements on Greenwich Rd.
6.       Storm Water Drain Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the North Greenwich Addition may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 13<sup>th</sup> day of March, 2009.

Greenwich Investments, LLC  
By: Ritchie Associates, Inc., Manager

By:   
Rob Ramseyer, Vice-President



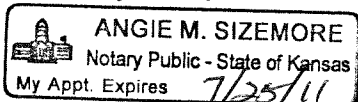
Certificate of Petition

Page 2 of 2

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of March, 2009,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas  
Corporation, Manager of Greenwich Investments, LLC, a Kansas Limited Liability  
Company, personally known to me to be the same persons who executed the within  
instrument of writing and such persons duly acknowledged the execution of the same  
on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.



(My Appointment Expires: 7/25/11)

Angie M. Sizemore  
Notary Public

### **CROSS LOT DRAINAGE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 13<sup>th</sup> day of March, 2009, Greenwich Investments, LLC, a Kansas limited liability company, GRANTOR hereof, is the record title owner of the following described real property, to wit:

Lots 1 and 2, Block A,  
North Greenwich Addition,  
Wichita, Sedgwick County, Kansas

which said lots are contiguous to and lying directly adjacent to each other; and

WHEREAS, the GRANTOR desires to provide perpetual cross lot surface drainage access from one property to the other.

NOW, THEREFORE, in consideration of the premises:

1. GRANTOR hereby subjects the above-described real property to the following agreement:

That subject lots may drain over and across each other as necessary in accordance with a final drainage plan filed with the City of Wichita.

2. The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the Grantor and all subsequent owners and occupiers of the above-described Lots.

EXECUTED the day and year first above written.

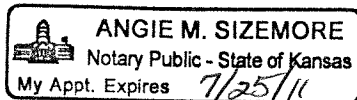
Greenwich Investments, LLC  
By: Ritchie Associates, Inc., Manager

By: [Signature] 3/13/09  
Rob Ramseyer, Vice-President

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of March, 2009,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas  
Corporation, Manager of Greenwich Investments, LLC, a Kansas Limited Liability  
Company, personally known to me to be the same persons who executed the within  
instrument of writing and such persons duly acknowledged the execution of the same  
on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.



(My Appointment Expires: 7/25/11)

[Signature]  
Notary Public

**DECLARATION OF CROSS LOT ACCESS AND EASEMENT**

This Declaration is made as of this 13<sup>th</sup> day of March, 2009, by the undersigned.

- A. The undersigned are the owners of Lots 1 and 2, Block A, NORTH GREENWICH ADDITION, Wichita, Sedgwick County, Kansas.
- B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across all Lots in said NORTH GREENWICH ADDITION.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels on said lot, the owners thereof, their employees, customers and invitees. There shall be erected no continual fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said parcels on said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

Declaration of Cross Lot Access and Easement  
Page 2 of 2

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

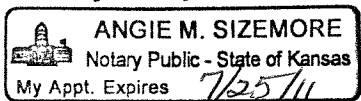
Greenwich Investments, LLC  
By: Ritchie Associates, Inc., Manager

By: [Signature] 3/13/09  
Rob Ramseyer, Vice-President

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )    SS:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of Greenwich Investments, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 7/25/11)

[Signature]  
Notary Public

### **GRANT OF JOINT ACCESS EASEMENT**

WHEREAS, Greenwich Investments, LLC, a Kansas limited liability company, is the owner of the real property hereinafter described:

Lots 1 and 2, Block A,  
North Greenwich Addition,  
Wichita, Sedgwick County, Kansas

and

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easement as are hereinafter setforth.

Joint access easement for ingress and egress to Lots 1 and 2, Block A, North Greenwich Addition, to and from Webb Road, over and across the following real estate:

That part of Lots 1 and 2, Block A, North Greenwich Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the SW corner of said Lot 2; thence N00°06'13"W along the west line of said Lot 2, 40.00 feet to the SW corner of said Lot 1; thence continuing N00°06'13"W along the west line of said Lot 1, 20.00 feet; thence S89°27'15"E parallel with the south line of said Lot 1, 200.01 feet to a point 200.00 feet normally distant east of the west line of said Lot 1; thence S00°06'13"E parallel with the west line of said Lot 1, 20.00 feet to a point on the south line of said Lot 1; thence continuing S00°06'13"E parallel with the west line of said Lot 2, 40.00 feet to a point on the south line of said Lot 2; thence N89°27'15"W along the south line of said Lot 2, 200.01 feet to the point of beginning.

Grant of Joint Access Easement  
Page 2 of 2

It is agreed that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all parties interest and their successors, heirs, and/or assigns.

In testimony whereof the undersigned has set their hands this 13<sup>th</sup> day of March, 2009.

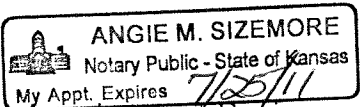
Greenwich Investments, LLC  
By: Ritchie Associates, Inc., Manager

By: [Signature]  
Rob Ramseyer, Vice-President

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of Greenwich Investments, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
(My Appointment Expires: 7/25/11)

[Signature: Angie M. Sizemore]  
Notary Public

**DRAINAGE AGREEMENT**

THIS AGREEMENT made this 13<sup>th</sup> day of March,  
2009, by Greenwich Investments, LLC, a Kansas limited liability company.

WITNESSETH

WHEREAS, Greenwich Investments, LLC is the owner of the following described properties:

**PARCEL 'A'**

Lots 1 and 2, Block A,  
North Greenwich Addition,  
Wichita, Sedgwick County, Kansas

and

**PARCEL 'B'**

The N ½ of the SW ¼ of Sec. 34, Twp. 26-S, R-2-E of the 6<sup>th</sup> P.M.,  
Sedgwick County, Kansas, EXCEPT that part platted as North Greenwich  
Addition, Wichita, Sedgwick County, Kansas, all being subject to road  
rights-of-way of record

and

WHEREAS, said Parcel "A" and Parcel "B" are contiguous to and lie directly  
adjacent to each other; and

WHEREAS, the owners hereby acknowledge that there is existing storm water  
runoff from the Tract "A" that presently drains on, over and across Tract "B", and

WHEREAS, the owner is requesting this Drainage Agreement to satisfy one of  
the platting requirements of the Metropolitan Area Planning Commission for the  
approval of North Greenwich Addition, Wichita, Sedgwick County, Kansas, and

WHEREAS, the owners desire to provide perpetual drainage access for the  
benefit of Parcel "A" over and across Parcel "B".



NOW, THEREFORE, in consideration of the premises:

1. The owner hereby subjects said Parcel "B" to the following agreement:

That said Parcel "A" may drain over and across Parcel "B" as necessary in accordance with a final drainage plan filed with the City of Wichita.

2. The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the above owners, and all subsequent owners and occupiers of the above-described Parcels.

EXECUTED the day and year first above written.

Greenwich Investments, LLC

By: Ritchie Associates, Inc., Manager

By:

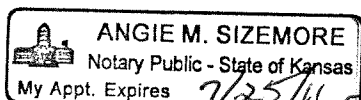
Rob Ramseyer, Vice-President

3/13/09

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of Greenwich Investments, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 7/25/11)

Angie M. Sizemore  
Notary Public

First Published in the Wichita Eagle on

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 356 (NORTH OF 29TH, EAST OF GREENWICH) 468-84592** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 356 (NORTH OF 29TH, EAST OF GREENWICH) 468-84592** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 356 (north of 29th, east of Greenwich) 468-84592.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Six Thousand Dollars (\$206,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2009**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**NORTH GREENWICH ADDITION**

Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A NORTH GREENWICH ADDITION shall each pay ½ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** SUB 2009-03 -- Plat of North Greenwich Addition located north of 29<sup>th</sup> Street North and on the east side of Greenwich Road. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (11-0)

**Background:** This site, consisting of two lots on 31.38 acres, has recently been annexed into Wichita's City limits. A zone change (ZON 2008-59) from RR Rural Residential to LC Limited Commercial (Lot 1) and MF-18 Multi-family Residential (Lot 2) has been approved. This site is subject to the approved North Greenwich Development Community Unit Plan (CUP 2008-43, DP-316). A Notice of Community Unit Plan (CUP) identifying the approved CUP and its special conditions for development on this property has been submitted.

**Analysis:** Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, drainage and paving improvements. A Cross-lot Drainage Agreement, Cross-lot Access Easement, Grant of Joint Access Easement and Drainage Agreement have been submitted.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Notice of Community Unit Plan, Certificate of Petitions, Cross-lot Drainage Agreement, Declaration of Cross-lot Access and Easement, Grant of Joint Access Easement and Drainage Agreement will be recorded with the Register of Deeds.

**Recommendations/Actions:** Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.



City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** VAC2009-00002 Request to vacate a drainage easement dedicated by separate instrument generally located south of 63<sup>rd</sup> Street South and west of Hydraulic Avenue (District III)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicant is requesting consideration for the vacation of a 100-foot by 350-foot drainage easement dedicated by separate instrument; Film 0973/Page 0914. The applicant has replaced the proposed vacated drainage easement with another easement approved by the County Engineer, and recorded with the Register of Deeds. There is an abutting western tract that has a single-family residence built next to a sand pit. There are no utilities, public water or sewer in the proposed vacated drainage easement.

**Analysis:** The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. Because the site is located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council, and consideration and final action by the Sedgwick County Board of County Commission is required.

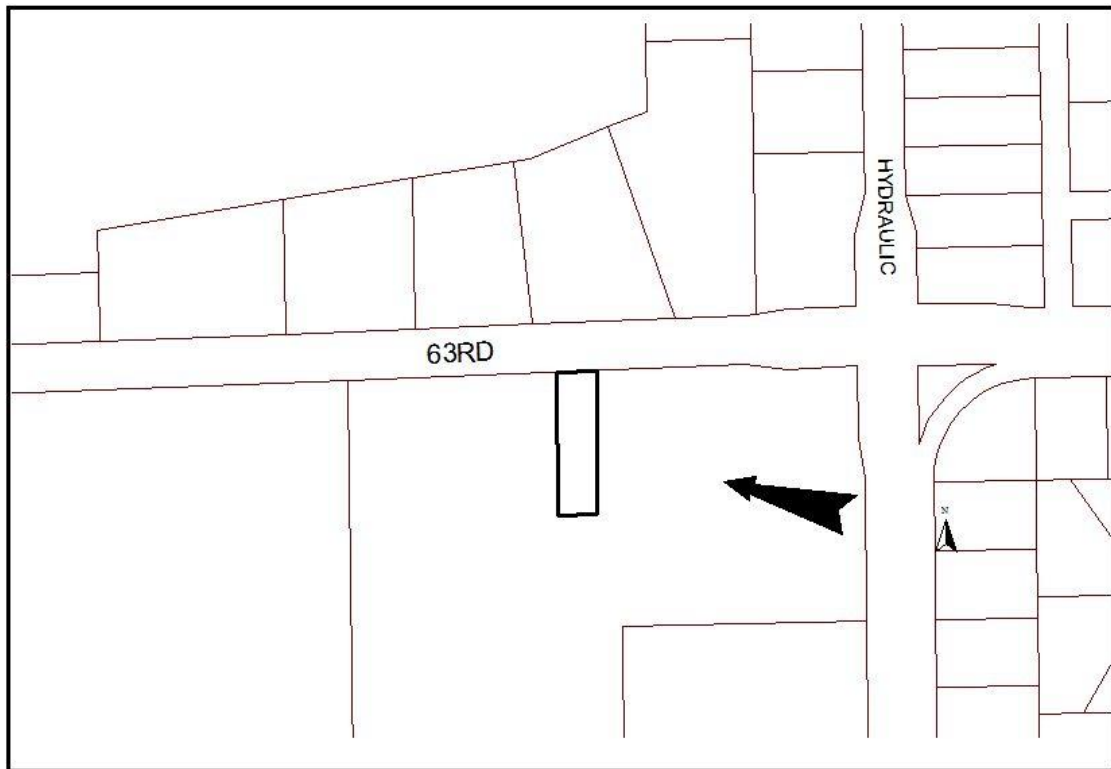
**Financial Considerations:** None.

**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** Recorded permanent easement for drainage.



**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council

**SUBJECT:** VAC2009-00003 - Request to vacate multiple platted easements and a portion of platted complete access control; generally located north of Kellogg Street/US-54, on the east side of 167<sup>th</sup> Street West. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicant proposes to vacate multiple platted easements and a portion of platted access control on the platted subject site. Almost every platted public easement will be entirely or partially vacated. There is also 25 feet of complete access control being vacated to create a 125-foot wide drive (the site currently has a platted 100-foot wide drive), located on the south end of the plat. A sewer line and manholes are located in a portion of the northern most platted easement. There are no utilities or water in any of the easements; water is available and will have to be extended to the site. There is a private pipeline easement running through the site that will not be disturbed by the proposed vacations. The Goddard School 2<sup>nd</sup> Addition was recorded with the Register of Deeds on September 26, 2008.

**Analysis:** The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

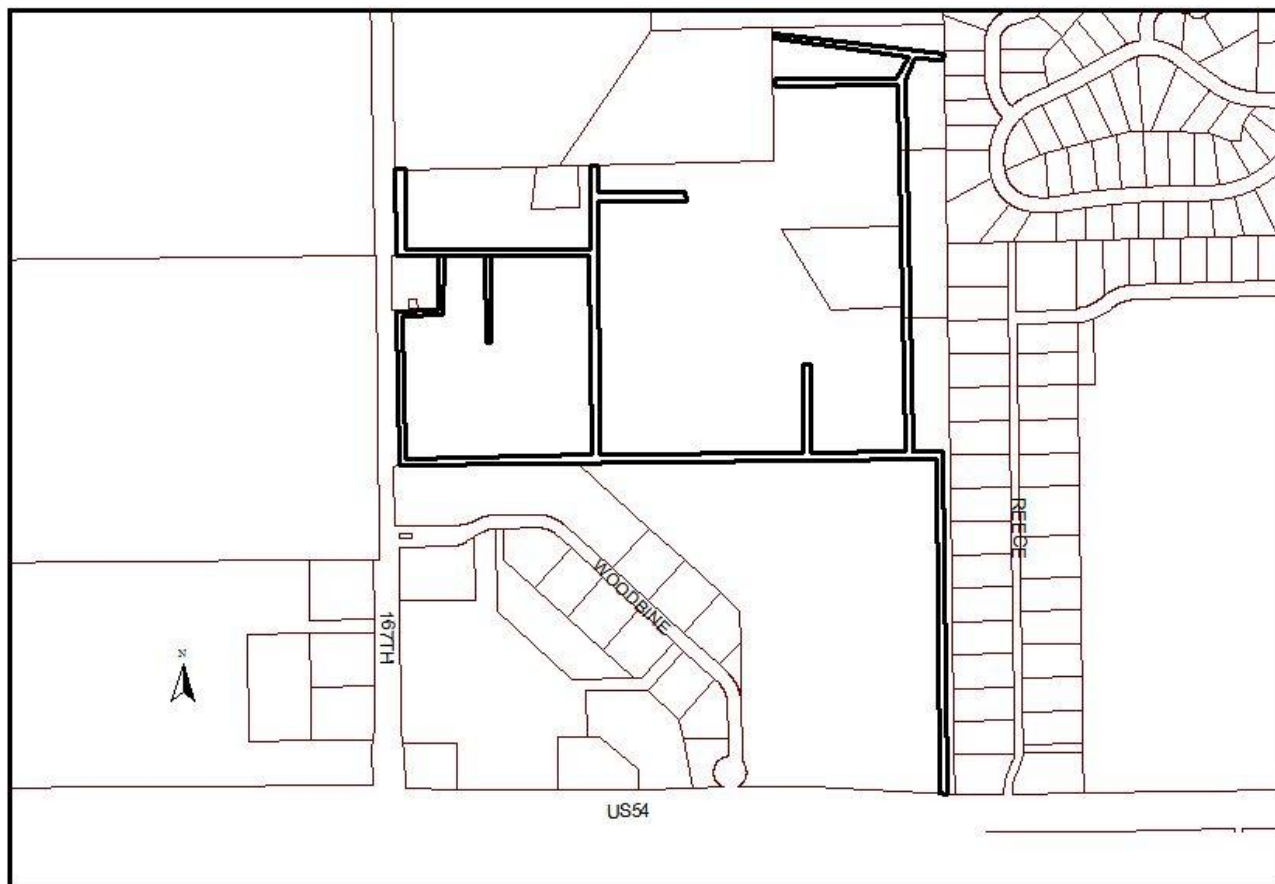
**Financial Considerations:** None.

**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds. Dedication by separate instruments of replacement easements has been recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** Recorded dedications by separate instruments for (a) water line easements, Film –Page #s 29040532 & 29040534 and recorded dedications by separate instruments for (b) utility easements Film –Page #s 29040533 & 29040535.





<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> City of Wichita Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16P00450107 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2007
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input checked="" type="checkbox"/> <b>Revised Annual Statement (revision no:) 2</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$199,000	\$199,000		
3	1408 Management Improvements	15,000	0		
4	1410 Administration	99,000	93,000		
5	1411 Audit	5,000	0		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	124,000	125,000		
8	1440 Site Acquisition				
9	1450 Site Improvement	135,657	169,657		
10	1460 Dwelling Structures	114,000	300,000		
11	1465.1 Dwelling Equipment—Nonexpendable	96,000	104,000		
12	1470 Nondwelling Structures	50,000	3,000		
13	1475 Nondwelling Equipment	10,000	4,000		
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	150,000	0		
19	1501 Collateralization or Debt Service				
20	1502 Contingency		0	0.00	0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$997,657	\$997,657		
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	150,000	0		
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs		\$33,333		
26	Amount of line 21 Related to Energy Conservation Measures		\$70,667		

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450108 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no:) 1 <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$199,000	\$199,000		
3	1408 Management Improvements	15,000	10,000		
4	1410 Administration	99,000	99,000		
5	1411 Audit	5,000	5,000		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	126,000	110,000		
8	1440 Site Acquisition				
9	1450 Site Improvement	125,000	95,000		
10	1460 Dwelling Structures	305,000	130,444		
11	1465.1 Dwelling Equipment—Nonexpendable	26,000	105,000		
12	1470 Nondwelling Structures	20,000	10,000		
13	1475 Nondwelling Equipment	15,000	15,000		
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	0	220,000		
19	1501 Collateralization or Debt Service				
20	1502 Contingency	44,444	1,000		
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$999,444	\$999,444		
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	150,000	\$220,000		
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures		\$105,000		

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Revisions of the 2007 and 2008 Capital Fund Grants (All Districts)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority - Consent

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**Recommendation:** Approve the revisions to the 2007 and 2008 Capital Fund Grant Budgets.

**Background:** Since 1992, the U.S. Department of Housing and Urban Development (HUD) has awarded the City of Wichita Housing Authority, Public Housing, modernization funds through the Comprehensive Grant Program and beginning in 2000 the Capital Fund Program (CFP) for the purposes of updating or rehabilitating rental units and management systems in the Public Housing Division. Housing authorities share the national allocation, which is determined by a calculation using various characteristics of each housing authority. HUD regulations allow a housing authority to revise its approved annual budget when changes to the budget are required due to construction and administrative cost changes, HUD Notices, disasters, and emergencies outside the control of the housing authority.

**Analysis:** The attached revisions being proposed are allowable changes by HUD in the present Capital Fund Five-Year Plan. The 2007 Grant funding was allocated in the amount of \$997,657. The revision to the 2007 budget is to make line item adjustments to allow the closure of the Grant. The 2008 Grant funding was allocated in the amount of \$999,444. The revisions also allow the transfer of \$190,000 into the development line item from the 2007 budget to the 2008 budget, increasing the development line item to \$220,000. This transfer is necessary to finance the construction of three houses to replace houses sold in the homeownership program, which was delayed by the finalization of architectural plans. The construction was a part of the 2007 5-year Capital Fund Plan. In addition, the 2008 budget line item is increased to \$105,000 for the boiler replacement at McLean Manor. The boiler replacement was a part of the 2009 5-year Capital Fund Plan.

**Legal Considerations:** None.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

**Recommendation/Action:** It is recommended that the Wichita Housing Authority Board approve the revisions to the 2007 and 2008 Capital Fund Grant Budgets.

**Attachments:** Capital Fund Annual Statements

**RESOLUTION NO. H- 09-01**

**A RESOLUTION FOR THE ACCEPTANCE OF THE 2009 CAPITAL  
FUND STIMULUS GRANT AND APPROVAL OF THE RELATED BUDGET**

- WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has announced the award of \$2.985 billion in additional Stimulus Capital Funds to public housing authorities (PHAs) throughout the nation as a part of the American Recovery and Reinvestment Act of 2009;
- WHEREAS, HUD has encouraged PHAs to prioritize construction that will increase energy efficiency and lower the long term costs of operating the public housing units, while providing employment for thousands of construction workers;
- WHEREAS, The City of Wichita Housing Authority recognizes the need to conserve energy and reduce operational costs for the Wichita Housing Authority by replacing aged furnace units in 349 single-family dwellings and 50 garden apartments with high-efficiency furnace units; and
- WHEREAS, The Wichita Housing Authority Board authorizes the Executive Director to receive the allocated \$1,265,098 Capital Fund Stimulus Grant and authorizes the furnace replacement project.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WICHITA HOUSING  
AUTHORITY AS FOLLOWS:**

Acting on behalf of the City of Wichita Housing Authority Board, as its Chairperson, I authorize the receipt of the 2009 Capital Fund Stimulus Grant and the submission of the Grant budget for furnace replacements and related expense.

**CITY OF WICHITA  
HOUSING AUTHORITY BOARD**

**ATTEST:**

\_\_\_\_\_  
Carl Brewer 4/7/09  
Chairperson and Mayor

\_\_\_\_\_  
Karen Sublett 4/7/09  
City Clerk

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>					
<b>PHA Name: City of Wichita Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16S00450109 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant: 2009</b> <b>FFY of Grant Approval: 2009</b>
<b>Type of Grant</b> <input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:                      )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	\$ 126,000			
5	1411 Audit	5,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,098			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable	1,094,000			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name:</b> City of Wichita Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16S00450109 Replacement Housing Factor Grant No: Date of CFPP:		<b>FFY of Grant:2009</b> <b>FFY of Grant Approval: 2009</b>	
<b>Type of Grant</b> <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:                      ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$1,265,098			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	\$1,094,000			
<b>Signature of Executive Director</b>		<b>Date 3/17/09</b>		<b>Signature of Public Housing Director</b>	
				<b>Date 3/17/09</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

[illegible]

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup>To be completed for the Performance and Evaluation Report.



Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

[illegible]

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**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** 2009 Capital Fund Stimulus Grant (All Districts)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority - Consent

---

**Recommendation:** Adopt the Resolution and authorize the necessary signatures for submission of the 2009 Capital Fund Stimulus Grant Annual Statement.

**Background:** Since 1992, the U.S. Department of Housing and Urban Development (HUD) has awarded the City of Wichita Housing Authority, Public Housing, modernization funds through the Comprehensive Grant Program and beginning in 2000 the Capital Fund Program (CFP) for the purposes of updating or rehabilitating rental units and management systems in the Public Housing Program. Housing authorities share the national allocation, which is determined by a calculation using various characteristics of each housing authority.

**Analysis:** HUD has recently announced the award of \$2.985 billion in additional Capital Funds to public housing authorities (PHAs) throughout the nation as a part of the American Recovery and Reinvestment Act (ARRA) of 2009. According to the ARRA, this funding is expected to result in providing employment for thousands of construction workers. In addition, this funding can be expected to substantially modernize tens of thousands of public housing units. PHAs are to give priority to projects that are ready to begin construction rapidly. PHAs are also to prioritize construction that will increase energy efficiency and lower the long term costs of operating the public housing units.

The 2009 Capital Fund Stimulus Grant funding was allocated in the amount of \$1,265,098 to the Wichita Housing Authority. This amount is in addition to the approximate \$999,444 that the Public Housing Program will receive for the normal 2009 Capital Fund Grant, which will be released in the near future. The attached Annual Statement represents the replacement of aging natural gas furnace units, which were installed in 1996 with 70% efficiency ratings in the 349 single-family dwellings. The overwhelming majority of the 50 garden apartment furnaces are the original units installed in 1981. The new furnaces will have an efficiency rating of 95%. This furnace replacement project is encouraged and allowable by HUD. The replacement of furnaces is currently a part of the present Capital Fund Five-Year Plan.

**Legal Considerations:** None.

**Financial Considerations:** No local tax funds will be required for this program.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

**Recommendation/Action:** It is recommended that the Wichita Housing Authority Board adopt the Resolution and authorize the necessary signatures for submission of the 2009 Capital Fund Stimulus Grant Annual Statement.

**Attachments:** Capital Fund Annual Statement and Resolution

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Wichita Airport Authority

**SUBJECT:** License Agreement for Exterior Conduits and Duct Banks -  
Level 3 Communications, LLC

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the License Agreement.

**Background:** The Wichita Airport Authority (Authority) has developed an infrastructure of duct banks and conduits throughout the core area of Mid-Continent Airport for the purpose of providing a pathway for communication cables utilized by the Authority's network, telephone system, closed-circuit television and access control system. These duct banks and conduits are constructed primarily adjacent to roadways so that they are typically not interrupted by, nor an impediment to, facility construction. Placing communication cables in duct banks and conduits provides the cables more protection while also improving the method for controlling the location of such cables so that they have the least impact on future development. Extra capacity has been planned in the duct bank and conduit infrastructure to allow for its use by communication service providers which will make installations faster and more cost effective and should result in access for more tenants.

Level 3 Communications, LLC (Level 3) is a service provider that currently provides high capacity communications bandwidth voice and high speed data services to tenants on Mid-Continent Airport. Level 3 has fiber optic cable installed on Mid-Continent Airport which enters from two different points on Harry Street. The East loop follows Airport Road and terminates in the existing terminal. The West loop follows Midfield Road, diverts onto Air Cargo Road, passes behind the Administration building, and terminates in the existing terminal.

**Analysis:** Level 3 is desirous of entering into a License Agreement that allows them access to the Authority-owned duct banks and conduits. The term is for three years and will continue thereafter from year to year until either party terminates the License Agreement by giving 90-day written notice. The License Agreement requires Level 3 to apply for individual licenses for each use of the Authority-owned duct banks and conduits, and to formally document existing infrastructure. The individual licenses will be approved by Airport staff after the proper submittals and preparatory work is completed. The cables placed in the Authority-owned duct banks and conduits remain the property of Level 3 who has all maintenance and service responsibilities.

**Financial Considerations:** The License Agreement includes an annual fee of \$456 per facility access. Typically this fee is one per facility; however in multi-tenant facilities it is per tenant served. If there is diverse access to a facility, then the fee is per access point. This fee is established yearly in the Schedule of Fees and Charges adopted by the Authority. There is also a one-time application fee of \$250 associated with entering into the License Agreement. The total revenue from this agreement will depend on the number of tenants that Level 3 ultimately serves. The first license request is in process currently and will result in annual revenue of \$456 per year. The incremental cost of installing the extra capacity in order to

have it available for use by the communication service providers is not significant compared to the value of the control obtained.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through facilitating arrangements that enhance the infrastructure available on the airport which can be used to provide better services to the tenants.

**Legal Considerations:** The License Agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the License Agreement and authorize necessary signatures.

**Attachments:** License Agreement.

# **LICENSE AGREEMENT**

**For**

**EXTERIOR CONDUITS AND DUCT BANKS**

**Between**

**THE WICHITA AIRPORT AUTHORITY**

**And**

**LEVEL 3 COMMUNICATIONS, LLC**

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## APPENDICES

- I. Application for Conduit Occupancy License

## SCHEDULES

- I. WAA Schedule of Fees and Charges for Conduit Occupancy

**LICENSE AGREEMENT**  
**FOR**  
**EXTERIOR CONDUITS AND DUCT BANKS**

This License Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Wichita Airport Authority ("WAA") and, Level 3 Communications, LLC with its principal place of business at 1025 Eldorado Boulevard, Broomfield CO 80021 ("Licensee").

**WITNESSETH:**

WHEREAS, Licensee desires access to WAA Conduits and Duct Banks located on Wichita Mid-Continent and Colonel James Jabara Airports (collectively "Airport Premises");

WHEREAS, WAA is willing to license under certain conditions, on a non-exclusive license basis, to the extent it may lawfully do so, the placement of Licensee's facilities in exterior WAA Conduits and Duct Banks where reasonably available on Airport Premises;

NOW THEREFORE, in consideration of the promises, mutual covenants, and the terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

**1.0 DEFINITIONS**

Definitions in General. Except as the context otherwise requires, the terms defined in this License Agreement shall, as used herein, have the meanings set forth in 1.1 through 1.22.

- 1.1 Application. The term "Application" refers to a WAA application for Conduit Occupancy. See Appendix I.
- 1.2 Applicant. The term "Applicant" refers to the party requesting authorization to occupy Conduits or Duct Banks owned or controlled by WAA.
- 1.3 Assigned. The term "Assigned", when used with respect to Conduit or Duct Bank space, refers to any space in such Conduits or Duct Banks that is occupied by a communications service provider or a municipal or other governmental authority. To ensure the judicious use of Conduits and Duct Banks, assigned space must be physically occupied by the Licensee within six (6) months of the space being "Assigned".



- 1.4 Available. The term "Available", when used with respect to Conduit or Duct Bank space refers to any usable space in such Conduit or Duct Bank not Assigned at the applicable time. Available space does not include Conduit and Duct Bank space reserved by WAA for maintenance, repair or emergency restoration.
- 1.5 Conduit. The term "Conduit" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this License Agreement, the term "Conduit" has the same meaning as "Duct" and includes "inner-ducts" created by subdividing a Conduit into smaller channels.
- 1.6 Conduit Occupancy. The terms "Conduit Occupancy" and "Occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of WAA's Conduits and Duct Banks.
- 1.7 Cost. The term "Cost" as used herein refers to charges made by WAA to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to WAA for work and/or, (b) if the work was performed by WAA employees, at the rates mutually agreed upon.
- 1.8 Duct Bank. The term "Duct Bank" refers to any combination of Conduits, Manholes and Handholes joined to form an integrated whole. In this License Agreement, the term refers to Duct Bank owned or controlled by WAA.
- 1.9 Facilities. The terms "Facility" and "Facilities" refer to any property or equipment utilized in the provision of services by Licensee or WAA.
- 1.10 FCC. The term "FCC" refers to the Federal Communications Commission.
- 1.11 Handhole. The term "Handhole" refers to a shallow enclosure, usually below ground level and accessed through a hole on the surface covered with a lid, which personnel may insert a hand for the purpose of installing, operating, and maintaining facilities in a Conduit or Duct Bank.
- 1.12 Inner-Duct. The term "Inner-Duct" refers to a pathway created by subdividing a Conduit into smaller channels.
- 1.13 License. The term "License" refers to any License issued pursuant to this License Agreement.
- 1.14 Licensee. The term "Licensee" refers to a person or entity which has entered or may enter into a License Agreement or arrangement with WAA permitting such person or entity to place its facilities in WAA's Conduits and Duct Banks.
- 1.15 Make-Ready Work. The term "Make-Ready Work" refers to all work to be performed to prepare WAA's Conduits and Duct Banks and related facilities for

the requested Occupancy of Licensee's facilities. "Make-Ready Work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" Conduits to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities in a Conduit or Duct Bank where such work is required solely to accommodate Licensee's facilities and not to meet WAA business needs or convenience. "Make-Ready Work" may require "digups" of existing facilities and may include the repair, or modification of WAA facilities (including, but not limited to, Conduits, Duct Banks, Manholes and Handholes) or the performance of other work required to make a Conduit or Duct Bank usable for the initial placement of Licensee's facilities.

- 1.16 Manhole. The term "Manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a lid, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a Conduit or Duct Bank.
- 1.17 Occupancy. The term "Occupancy" shall refer to the physical presence of facilities belonging to Licensee in a Conduit or Duct Bank.
- 1.18 Person Acting on Licensee's Behalf. The terms "Person Acting on Licensee's Behalf", "Personnel Performing Work on Licensee's Behalf", and similar terms include both natural persons, firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The aforementioned terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.19 Person Acting on WAA's Behalf. The terms "Person Acting on WAA's Behalf", "Personnel Performing Work on WAA's Behalf", and similar terms include both natural persons and firms and ventures of every type, including, but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The aforementioned terms specifically include, but are not limited to, WAA, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of WAA and their respective officers, directors, employees, agents and representatives.
- 1.20 Pre-License Work. The term "Pre-License Work" refers to all work and activities performed or to be performed to determine whether there is adequate capacity in a Conduit or Duct Bank (including Manholes and Handholes) to accommodate Licensee's facilities and to determine what Make-Ready Work, if any, is required to prepare the Conduit or Duct Bank to accommodate Licensee's facilities.

- 1.21 Sheath. The term "Sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.22 Third Party. The terms "Third Party" and "Third Parties" refer to persons and entities other than Licensee and WAA. Use of the term "Third Party" does not signify that any such person or entity is a party to this License Agreement or has any contractual rights hereunder.

## **2.0 SCOPE OF LICENSE AGREEMENT**

- 2.1 Undertaking of WAA. WAA shall provide Licensee, to the extent available, with equal and nondiscriminatory access to Conduits and Duct Banks owned or controlled by WAA.
- 2.2 Licensee Existing Facilities. WAA shall issue one or more non-exclusive License(s) to Licensee authorizing existing Licensee facilities not covered by another agreement and existing at the time of the execution of this Agreement.
- 2.2.1 Existing Licensee Facilities will be documented by Licensee in order to receive authorization under this License Agreement. Each application for a License for Existing Licensee Facilities under this License Agreement shall specify the actual Licensee's facilities and describe the horizontal and vertical location, type, physical size, jacket material and age of the cable. Such documentation will be provided through proper completion of forms provided by the WAA. Licensing of existing facilities does not serve to create easement or right-of-way rights for those facilities nor make the WAA liable for the impact of the removal, interruption or destruction of Existing Licensee Facilities, except to the extent caused by WAA's negligence. License Fees pursuant to Section 13 will not apply to Existing Licensee Facilities.
- 2.2.2 Any Existing Licensee Facilities that are not documented in an approved License will be considered abandoned by the Licensee. WAA shall not be liable for the impact of the removal, interruption or destruction of Existing Licensee Facilities if such Licensee Facilities are not approved in a License.
- 2.3 Occupancies Authorized by this License Agreement. WAA shall issue one or more non-exclusive Licenses to Licensee authorizing Licensee to place facilities within WAA's owned or controlled Conduits and Duct Banks under the terms and conditions set forth in this License Agreement.
- 2.3.1 Unless otherwise provided herein, authority to place facilities within WAA owned or controlled Conduits and Duct Banks shall be granted only in

individual Licenses granted under this License Agreement and the placement or use of such facilities shall be determined in accordance with such Licenses and procedures established in this License Agreement.

2.3.2 Licensee agrees that its Occupancy of WAA's owned or controlled Conduits and Duct Banks shall take place pursuant to the licensing procedures set forth herein, and WAA agrees that it shall not unreasonably withhold issuance of such Licenses.

2.4 Licenses. Subject to the terms and conditions set forth in this License Agreement, WAA shall issue to Licensee one or more Licenses authorizing Licensee to place Facilities in Conduits or Duct Banks owned or controlled by WAA on a first come, first served basis. WAA may deny a License application if WAA determines, in its sole judgment, that the Conduit or Duct Bank space specifically requested by Licensee is needed to meet WAA's present or future requirements, or is Licensed by WAA to another Licensee, or is otherwise unavailable based on engineering or other valid concerns. WAA shall provide written notice to Licensee within 45 days specifying in detail the reasons for denying Licensee's request.

Subject in all instances to considerations of WAA's service requirements including considerations of capacity, safety, reliability and generally applicable engineering purposes, WAA is willing, when it may lawfully do so, to issue one or more Licenses authorizing the placement or installation of Licensee's facilities in WAA Conduits or Duct Banks; provided WAA shall have the absolute right to refuse to issue any License hereunder whenever WAA determines that the issuance of such License is not possible because of insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes. Nothing in this Agreement shall be construed to require WAA to install, retain, extend or maintain any Conduit or Duct Bank that is not needed for WAA's own service requirements. Nothing in this Agreement shall limit, restrict or prohibit WAA from fulfilling any agreement or arrangement regarding Conduits or Duct Banks into which WAA has previously entered, or may enter in the future, with others not a party to this Agreement.

2.5 No Effect on WAA's Right to Convey Property. Nothing contained in this License Agreement or in any License issued hereunder shall in any way affect, restrict or impair the right of WAA to convey, transfer, mortgage, or assign to any other person or entity any interest in real or personal property, including any Conduits or Duct Banks in which Licensee has placed facilities pursuant to Licenses issued under this or other License Agreements; provided, however, that WAA shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on WAA's Rights to Manage its Own Facilities. This License Agreement shall not be construed as limiting or interfering with WAA's rights,

including but not limited to the rights set forth below, except to the extent expressly provided by the provisions of this License Agreement or Licenses issued hereunder or by other applicable laws, rules or regulations:

- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate WAA's own facilities within WAA's Conduits and Duct Banks at any time and in any reasonable manner which WAA deems appropriate to serve customers, avail itself of new business opportunities, or otherwise meet its business needs; or
  - 2.6.2 To enter into new License Agreements or arrangements with other persons or entities permitting them to place their facilities in WAA Conduits and Duct Banks; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new License Agreements or arrangements shall not substantially interfere with Licensee's Conduit Occupancy or rights provided by Licenses issued pursuant to this License Agreement.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This License Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this License Agreement or Licenses issued hereunder or by other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within WAA's Conduits and Duct Banks at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
  - 2.7.2 To enter into new License Agreements or arrangements with other persons or entities permitting Licensee to place its facilities in such other persons' or entities' Conduits; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new License Agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this License Agreement or otherwise conflict with any of WAA's rights.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this License Agreement or any License issued hereunder shall not be construed as authorizing either party to this License Agreement to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the

provisions of this License Agreement or any License issued hereunder or by other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the facilities of persons or entities other than WAA and Licensee may occupy WAA Conduits and Duct Banks.

2.8.2 WAA shall not attach, or give permission to any Third Parties to attach facilities to existing Licensee facilities without Licensee's prior written consent.

2.8.3 With respect to facilities occupied by Licensee, WAA will give to Licensee sixty (60) days written notice of i) Conduit or Duct Bank extensions or reinforcements, ii) WAA's intention to construct, reconstruct, expand or place such facilities, or iii) WAA's intention not to maintain or use any existing facility and, in the case of an existing facility which WAA elects not to maintain or use, WAA will coordinate with Licensee and appropriate Third Parties to maintain and use such facility. If an emergency requires WAA to construct, reconstruct, expand or replace Conduits or Duct Banks occupied by Licensee, WAA will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that Conduits or Duct Banks of greater capacity be utilized to accommodate an anticipated facility need of Licensee.

### **3.0 TERM AND TERMINATION OF LICENSE AGREEMENT**

3.1 Unless sooner terminated as herein provided, this License Agreement shall continue in effect for a term of three (3) years from the date hereof and thereafter from year to year until either party terminates this License Agreement by giving the other party at least ninety (90) days prior written notice. Such ninety (90) day notice of termination may be given to take effect at the end of the original three (3) year period or any time thereafter.

3.2 Termination of this License Agreement or any Licenses issued hereunder shall not affect Licensee's or WAA's liabilities and obligations incurred hereunder prior to the effective date of such termination.

3.3 WAA shall have the right to terminate this entire Agreement or any License issued hereunder whenever Licensee violates, breaches or is in default of any term or condition of this Agreement or any License including but not limited to the following:

3.3.1 Construction, operation or maintenance of Licensee's facility in violation of law or in aid of any unlawful act or undertaking; or

- 3.3.2 Construction, operation or maintenance of Licensee's facility without the insurance coverage required under this Agreement; or
- 3.3.3 Non-payment of undisputed fees and charges; or
- 3.3.4 Use of Licensee's facilities for purposes other than those granted in a License.

Within ten (10) days of Licensee's receipt of notice from WAA, Licensee shall initiate immediate corrective action to remedy any above mentioned condition or other violation of any term or condition of this Agreement and shall confirm in writing to WAA that the cited violations are acknowledged and provide an expeditious plan for their correction. If Licensee fails to discontinue or initiate correction of these violations or fails to give the required confirmation within such ten (10) day period, WAA may immediately terminate this Agreement and any of Licensee's rights hereunder without limiting or restricting any further rights and remedies WAA may have against Licensee.

- 3.4 In the event of termination of this Agreement, WAA may seek the removal of Licensee's facilities provided that Licensee shall be liable for and pay all fees and charges pursuant to the terms of this Agreement to WAA until Licensee's facilities are actually removed.
- 3.5 Even after the termination of this Agreement, each party's responsibility and indemnity obligations shall continue with respect to any claims or demands under this Agreement.
- 3.6 If WAA fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from Licensee, then Licensee may: (A) terminate this Agreement and any License, in whole or in part, in which event Licensee shall have no further duties or obligations there under, and/or (B) pursue any remedies the Licensee may have under this Agreement, at law or in equity.

#### **4.0 REQUIREMENTS AND SPECIFICATIONS**

- 4.1 Published Standards Incorporated in this License Agreement by Reference. All of Licensee's facilities shall comply with applicable laws, standards or orders now in effect or hereafter issued by WAA or other authority having jurisdiction over such facilities.
- 4.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards, or if required by law or upon the mutual agreement of the parties.

- 4.3 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures. Duct clearing, "rodding" or modifications required to grant Licensee access to WAA's Conduits or Duct Banks may be performed by WAA at Licensee's expense at charges which represent WAA's Costs plus 12% administrative fee. Alternatively (at Licensee's option and with WAA concurrence) such work may be performed by a contractor acceptable to WAA, who demonstrates compliance with WAA certification requirements.

The parties acknowledge that Licensee, its contractors, and other Persons Acting on Licensee's Behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within WAA's Conduits and Duct Banks. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall allow any person to enter WAA's Manholes or Handholes or work within WAA's Conduits or Duct Banks unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the Conduits and Duct Banks and to perform the work safely. Licensee assumes all risk of all such persons engaged in working in Conduits and Duct Banks and holds harmless and releases WAA from all claims, losses, damages and liabilities associated thereto, except to the extent caused by WAA's negligence.

Licensee acknowledges that all Persons Acting on Licensee's Behalf hereunder are not WAA's employees or agents and Licensee assumes full responsibility for their acts. Licensee shall be solely responsible for the payment of compensation of Licensee's employees assigned to perform services hereunder and such employees shall be informed that they are not entitled to the provision of any WAA benefits. WAA shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted subcontractor or assignee of Licensee hereunder are employees of WAA for any purpose, Licensee agrees to indemnify and hold WAA harmless from all liabilities, costs, and expenses (including, but not limited to, attorneys fees) associated with such determination, except to the extent caused by WAA's negligence.

- 4.3.1 Licensee's facilities within WAA's Conduits and Duct Banks shall be constructed and placed upon receipt of License as specified in Section 7.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.
- 4.3.2 "Rodding" or clearing of Conduits shall be done only when specific authorization for such work has been obtained in writing in advance from WAA, which authorization shall not be unreasonably withheld by WAA. The parties agree that such "rodding" or clearing shall be performed



according to existing industry standards and practices. Licensee may contract with WAA for performance of such work or (at Licensee's option and with WAA concurrence) with a contractor who demonstrates compliance with WAA certification requirements.

- 4.3.3 Licensee assumes all risk for all Persons Acting on Licensee's Behalf. When Licensee or Persons Acting on Licensee's Behalf are working within or in the vicinity of any part of WAA's Conduits and Duct Banks which is located within, under, or adjacent to streets, highways, alleys or other traveled paths, Licensee and all Persons Acting on Licensee's Behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger in accordance with the traffic control plan that must be approved by the WAA prior to the commencement of work. Licensee has sole responsibility for the safety of all Persons Acting on Licensee's Behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. WAA reserves the right to suspend Licensee's activities on, in or in the vicinity of WAA's Conduits or Duct Banks, if in WAA's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any Persons Acting on Licensee's Behalf, which suspension shall cease when the condition has been rectified.
- 4.4 Opening of Manholes or Handholes. The following requirements apply to the accessing of WAA Manholes or Handholes when work on Licensee's behalf is being performed within or in the vicinity of WAA's Conduit or Duct Banks.
  - 4.4.1 WAA's Manholes or Handholes shall be accessed in a manner only as permitted by WAA's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
  - 4.4.2 Licensee shall notify WAA seventy-two (72) hours in advance of any routine work operation requiring entry into any of WAA's Manholes or Handholes.
  - 4.4.3 WAA's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of WAA's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within WAA's Conduits and Duct Banks in a safe and workmanlike manner.

- 4.4.4 Although WAA's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, WAA's employee or agent shall have the authority to suspend Licensee's work operations within WAA's Conduits and Duct Banks if, in the reasonable discretion of such WAA employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 4.5 OSHA Compliance: Notice to WAA of Unsafe Conditions. Licensee agrees that:
- 4.5.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 4.5.2 All Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, and subcontractors shall, when working within WAA's Conduits and Duct Banks, comply with regulations thereunder;
- 4.5.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement; and
- 4.5.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of WAA's Conduits or Duct Banks to WAA.
- 4.6 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter WAA's Conduits or Duct Banks and accumulate in Manholes, Handholes or other Conduit facilities. If WAA has knowledge of the presence of such contaminants in a Conduit or Duct Bank for which Licensee has applied for or holds a License, WAA will promptly notify Licensee of such fact. WAA makes no warranties or representations of any kind to Licensee or personnel performing work on Licensee's behalf that WAA's Conduits and Duct Banks or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve WAA of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit and Duct Bank facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:
- 4.6.1 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

- 4.6.2 All Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, and subcontractors shall, when working on, within, or in the vicinity of WAA's Conduits and Duct Banks, comply with all applicable federal, state, and local environmental laws including, but not limited to, all environmental statutes, ordinances, rules, and regulations.
- 4.6.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement.
- 4.6.4 Licensee and all Persons Acting on Licensee's Behalf shall comply with such standards and practices as WAA may adopt from time to time to comply with environmental laws and regulations. Pursuant to this practice, neither Licensee nor WAA nor Persons Acting on either party's behalf shall discharge water or any other substance from any WAA Manhole, Handhole or other Conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on WAA premises for storage or disposal.
- 4.7 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to WAA's facilities shall be constructed, placed, maintained and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors and subcontractors.
- 4.8 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0, the most stringent standard or specification will apply.
- 4.9 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances and laws specified above. In this regard, WAA shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including, but not limited to, splices and other facilities connections) located within WAA's Conduits and Duct Banks. WAA may, however, conduct such inspections and audits of its Conduits and

Duct Banks as WAA determines reasonable or necessary in its sole judgment. Such inspection and audits shall be conducted at WAA's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this License Agreement; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost plus 12% administrative fee shall be borne by Licensee on a pro rata basis based on the ratio of the Licensee's facilities compared to the total facilities being inspected. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

- 4.10 Efficient use of Conduit. WAA, at its option, may install Inner-Ducts to increase Duct space in existing Conduit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by WAA.
- 4.11 Locates. Licensee is responsible for locates of its facilities as required by the Kansas One Call system or its successors.

## **5.0 ADDITIONAL LEGAL REQUIREMENTS**

- 5.1 Third Party Property Owners. Licenses granted under this License Agreement authorize Licensee to place facilities in Conduits and Duct Banks owned or controlled by WAA, but do not affect the rights of landowners to control terms and conditions of access to their property.
  - 5.1.1 Licensee agrees that neither Licensee nor any Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, or subcontractors shall engage in any conduct which damages property in the vicinity of WAA's Conduits and Duct Banks, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while Acting on Licensee's Behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 5.2 Required Licenses and Certificates. Licensee shall be responsible for obtaining any building licenses, permits, authorizations or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

- 5.2.1 Licensee shall not place its facilities in WAA's Conduits or Duct Banks located on any property for which Licensee or WAA has not first obtained all required authorizations.
- 5.2.2 WAA shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay WAA's Pre-License Work.
- 5.3 Lawful Purposes. All facilities placed by Licensee in WAA's Conduits and Duct Banks must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations and requirements. In this regard, Licensee shall not utilize any facilities occupying WAA's Conduits and Duct Banks for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

## **6.0 CONSTRUCTION OF WAA CONDUITS AND DUCT BANKS**

- 6.1 Existing Conduits. Portions of WAA Conduits and Duct Banks have been constructed and are available for use. Some Conduits located on Airport Premises may have been installed by the Licensee as part of past construction events. By entering into this License Agreement, Licensee agrees to immediately transfer ownership of all Licensee Conduits to WAA unless specifically exempted from transfer in an individual License documenting Existing Licensee Facilities as described in Section 2.2. Except as otherwise set forth in an individual License or noted herein, such transferred Conduit will be controlled, maintained, managed and subject to fees and charges as all other parts of the WAA Conduits and Duct Banks under this License Agreement.
- 6.2 Completeness of Conduits and Duct Banks. WAA intends to extend the Conduits and Duct Banks as opportunities arise. Installation of additional Conduits and Duct Banks will be accomplished by WAA or, at the discretion of WAA, the Licensee may be requested to include the extension or installation of the Conduits and Duct Banks as part of the Licensee's construction project. In return for Licensee's extension or installation of the Conduits or Duct Banks, the business arrangement for the fees and charges related to such Licensee extended or installed Conduits and Duct Banks will be addressed in the individual License. Such Licensee installed Conduits and Duct Banks will be owned, controlled, maintained, managed and subject to any other applicable fees and charges as all other parts of the WAA Conduits and Duct Banks under this License Agreement.

## **7.0 PRE-LICENSE PROVISION OF RECORDS AND INFORMATION**

- 7.1 Licenses Required. Before placing any facilities in WAA's Conduits or Duct Banks, Licensee must first execute a License Agreement and then apply for and receive a written License from WAA. WAA shall not unreasonably deny or delay issuance of any License.
- 7.2 Pre-License Provision of Records and Information. After a License Agreement has been executed, an application for a License will be completed on forms provided by WAA. In no event shall Licensee install any facilities without first applying for and obtaining a License pursuant to the applicable requirements set forth in this Agreement. In completing the request for records, the Licensee shall identify with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. WAA shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of WAA Conduits and Duct Banks located within the geographic area specified by Licensee. WAA shall provide the Licensee with the current published WAA standards that will apply to the described proposed project. Provision of information under the terms of this License Agreement shall include the right of Licensee's employees or agents to inspect engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection shall be done at a time and place mutually agreed upon by the parties. The provision of records and information is a billable service to the Licensee and must be paid by the due date on the invoice from WAA.
- 7.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by WAA pursuant to Section 7.2 may not reflect field conditions and that physical inspection is necessary to verify the presence and condition of outside plant facilities. In providing such records and information, WAA assumes no liability or responsibility to Licensee or any Third Party for errors/omissions contained therein.

## **8.0 APPLICATION FOR LICENSE**

- 8.1 Application Process. To apply for a License under this License Agreement, Licensee shall submit to WAA two signed copies of an Application for Conduit Occupancy License Form. See Appendix I. WAA will process License applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with WAA, Licensee may designate its desired priority of completion of Pre-License Work and Make-Ready Work with respect to all such applications.
- 8.1.1 Each application for a License under this License Agreement shall specify the proposed route of Licensee's facilities and identify the Conduits and

Duct Banks along the proposed route in which Licensee desires to place its facilities, and describe the physical size, type and jacket material of the cable which Licensee desires to place in each Conduit or Duct Bank. Documented criteria for exterior utility modifications and improvements must be followed for any facilities the Licensee needs to place in order to access the Conduits and Duct Banks. Such criteria are available from the WAA Operational point of contact identified in Section 29.1.

8.1.2 Each application for a License under this License Agreement shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 12.1 of this License Agreement.

8.2 License Applications for Multiple Cables, Multiple Services or Placing Additional Cables and Replacement of Facilities. Licensee may include multiple cables in a single License application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. If Licensee desires to place additional cables in Conduits or Duct Banks which are already occupied, or to replace existing facilities with new facilities substantially different from those described in Licenses in effect, Licensee must apply for and receive a new License.

## **9.0 PROCESSING OF APPLICATIONS FOR LICENSE AND PRE-LICENSE WORK**

9.1 Multiple Applications from Different Licensees. Licensee acknowledges that multiple Applicants, including WAA, may seek to place their facilities in WAA's Conduits and Duct Banks at or about the same time and therefore the Make-Ready Work required to prepare WAA's facilities to accommodate multiple Applicants may differ from the Make-Ready Work required to accommodate a single Applicant. Additionally, issues relating to the proper apportionment of costs arise in multiple Applicant situations that do not arise in single Applicant situations, and that cooperation and negotiations between all Applicants and WAA may be necessary to resolve disputes involving multiple applications for permission to place facilities in the same Conduits or Duct Banks. All applications will be processed on a first-come, first served basis.

9.2 Pre-License Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by WAA, with a representative of the Applicant, to determine whether WAA's Conduits and Duct Banks, in its present condition, can accommodate Licensee's facilities, without interfering with the ability of WAA or any other authorized person or entity to place within or connect to WAA's Conduits and Duct Banks. WAA shall provide Licensee at least forty-eight (48) hours notice prior to initiating a field survey/inspection. Licensee's employees or agents shall be permitted to

enter WAA Manholes/Handholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to WAA, with a WAA representative present and at Licensee's expense. If Licensee gives its prior written consent, the determination of Conduit and Duct Banks availability may include the "rodding" of Conduits at Licensee's expense.

9.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed Occupancy of WAA's Conduits and Duct Banks will interfere with use of WAA facilities by WAA and others with facilities occupying, connected to or attached to WAA's Conduits and Duct Banks; and to provide information to Licensee for its determination of whether WAA's Conduits or Duct Banks are suitable for Licensee's use.

9.2.2 Based on information provided by WAA, Licensee shall determine whether WAA's Conduit and Duct Bank facilities are suitable to meet Licensee's needs.

9.2.3 WAA may not unreasonably refuse to continue to process an Application based on WAA's determination that Licensee's proposed use of WAA's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances and laws. Licensee shall be responsible for making its own independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that WAA is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of WAA's facilities will be in compliance with applicable requirements, specification, rules, regulations, ordinances and laws.

9.3 Pre-License Work. The processing of an Application to determine whether there is adequate capacity to accommodate Licensee's facilities and to determine if Make-Ready Work is required is termed Pre-License Work. It includes a review of records, maps and staking sheets, making field visits, preparing Make-Ready Work order estimates, notifying other persons and entities of the Licensee's Application, and coordinating the relocation/rearrangement of WAA and/or other Licensed facilities. Pre-License Work is a billable service to the Licensee. An advance payment for the estimated cost, including a 12% administrative fee, of the Pre-License Work is required prior to processing the Application. Upon completion of the Pre-License Work, Licensee will be billed for the difference between the actual cost of the Pre-License Work less the advance payment. If there is a shortfall, the difference must be paid by Licensee prior to issuance of a License. If there is an overage, the difference shall be refunded by WAA to Licensee within thirty (30) days of the date the Pre-License Work is completed.



## **10.0 MAKE-READY WORK**

- 10.1 Work Performed by WAA. Make-Ready Work performed by WAA to accommodate Licensee's facilities shall be included in the normal work load schedule of WAA. Licensee will not be entitled to priority, advancement, or preference over other work to be performed by WAA in the ordinary course of WAA's business.

10.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and WAA agrees to perform the work on such a basis, WAA shall recalculate the estimated Make-Ready charges at 1.5 times the full cost of Make-Ready work by the WAA. If Licensee accepts WAA's offer, Licensee shall pay such additional charges.

- 10.2 Advance Payment Required for Make-Ready Work. An advance payment for estimated Make-Ready Work is payable prior to the commencement of any actual Make-Ready Work. Upon completion of Make-Ready Work, Licensee will be billed for the difference between the actual Make-Ready Work less the advance payment. If there is a shortfall, the difference must be paid by Licensee prior to issuance of a License. If there is an overage, the difference must be refunded by WAA to Licensee within thirty (30) days of the date the Make Ready Work is completed.

- 10.3 Work Performed by Certified Contractors. Licensee may arrange for all Make-Ready Work associated with its License Application to be completed by contractors certified by WAA. Certification shall be granted based upon reasonable and customary criteria employed by WAA in the selection of its own contract work.

- 10.4 Negotiations and Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall be solely responsible for negotiating with entities other than WAA for Make-Ready Work and rearrangement of facilities located in or connected to WAA's Conduits and Duct Banks and shall be responsible for paying all charges incurred by them in transferring or rearranging their facilities to accommodate the placement of Licensee's facilities in WAA's structures.

- 10.5 Completion of Make-Ready Work. Make-Ready Work will be considered completed at the time all Make-Ready Work has been completed, inspected, approved and payment for all charges has been received.

## **11.0 ISSUANCE OF LICENSES**

- 11.1 License. If Licensee's Application for Conduit Occupancy License is approved, and all required Make-Ready Work completed, WAA will execute and return a

License to Licensee, as appropriate, authorizing Licensee to place the specified facilities in WAA's Conduits or Duct Banks.

11.1.1 Each License issued under this License Agreement shall authorize Licensee to place or maintain in WAA's Conduits or Duct Banks only those facilities specifically described in the License, and no others.

11.1.2 Each License issued pursuant to this License Agreement shall incorporate all terms and conditions of this License Agreement.

## **12.0 CONSTRUCTION OF LICENSEE'S FACILITIES**

12.1 Construction Schedule. Promptly after the issuance of a License, Licensee shall provide WAA with an updated construction schedule and shall thereafter keep WAA informed of changes in the construction schedule. Construction schedule information required by this License Agreement shall include, at a minimum, the following:

12.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

12.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

12.1.3 The estimated dates when construction will begin and end; and

12.1.4 The approximate dates when Licensee or Persons Acting on Licensee's Behalf will be performing construction work in connection with the placement of Licensee's facilities in WAA's Conduits and Duct Banks.

12.2 Additional Pre-construction Procedures. The following procedures shall apply before Licensee places facilities in WAA's Conduits or Duct Banks:

12.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and

12.2.2 Unless otherwise agreed between the parties, WAA shall designate the particular Conduits or Duct Banks or inner-Ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit WAA's Conduits and Duct Banks, and specific location and manner of installation of any associated equipment which is permitted by WAA to occupy the Conduits and Duct Banks. Licensee may not occupy a Conduit or Duct Bank other than the specified Conduits or Duct Bank without the express written consent of

WAA. WAA shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

- 12.3 WAA Not Responsible for Constructing or Placing Facilities. WAA shall have no obligation to construct any facilities for Licensee or to place Licensee's facilities in WAA's Conduits and Duct Banks except to the extent expressly provided in this License Agreement, any License issued hereunder, or by any other applicable law.
- 12.4 Licensee Responsible for Constructing and Placing Facilities. Licensee shall be responsible for constructing its own facilities and placing them in Conduits or Duct Banks at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all Persons Acting on Licensee's Behalf while they are physically present in any part of WAA's Conduits or Duct Banks, or in the vicinity of WAA's Conduits or Duct Banks. Licensee shall not permit any mechanic's lien, materialmen's lien, or any other lien, claim or security interest to attach to or encumber any of WAA's real or personal property at any time. WAA shall have the right to require Licensee to provide to WAA a performance bond in the amount of not less than \$15,000.00 in connection with each Application. The bond shall be with an entity and in a form acceptable to WAA. The purpose of the bond is to insure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties and fees due to WAA which arise by reason of the construction, operation, maintenance or removal of Licensee's facilities in or about WAA Conduits and Duct Banks.
- 12.5 Compliance with Applicable Standards, Health and Safety Requirements and other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this License Agreement and all Licenses issued hereunder.
- 12.5.1 Licensee shall construct and place its facilities in compliance with all Requirements and Specifications set forth above in this License Agreement.
- 12.5.2 Licensee shall satisfy all Legal Requirements set forth above in this License Agreement.
- 12.5.3 Licensee shall not authorize any person acting on Licensee's behalf to perform any work within WAA's Conduits or Duct Banks without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Conduits and Duct Banks are suitable for the work to be performed. If Licensee or any Person Acting

on Licensee's Behalf determines that the condition of the Conduits or Duct Banks are not suitable for the work to be performed, Licensee shall notify WAA of the condition of the Conduit or Duct Bank in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

- 12.6 Post Construction Notice. Licensee shall provide WAA with information to assure WAA that construction has been performed in accordance with all applicable standards and requirements. Licensee shall provide WAA with "as-builts" within thirty (30) days after construction completion. "As-builts" will be provided electronically in the current version of AutoCad plus one hard copy.
- 12.7 Manhole and Handhole Break-Outs. Licensee shall be permitted to add Conduit ports to WAA Manholes and Handholes when existing Conduits and Duct Banks do not provide the pathway connectivity needed by Licensee; provided the structural integrity is maintained, and sound engineering judgment is employed.
- 12.8 Access to Conduits and Duct Banks. Except for emergency maintenance as set forth in Section 17, access to Conduits and Duct Banks by Licensee for construction or maintenance activities will be allowed, under escort by a WAA employee or approved representative of the WAA. WAA will provide escort within a reasonable amount of time of Licensee request. Licensee and its employees, agents and contractors are prohibited from accessing any portion of the Conduits and Duct Banks which has not been previously authorized under a License. Any violation is subject to an Unauthorized Access Fee. See Schedule I.

### **13.0 FEES, CHARGES AND BILLING**

- 13.1 Application Fee. Each Applicant shall pay a one-time \$250.00 application fee associated with this License Agreement. There is no application fee for individual license requests.
- 13.2 License Fees. Each License issued pursuant to this License Agreement shall provide for an annual occupancy fee. See Schedule I. License Fees will not be applied to accesses solely for providing services to the WAA.

Facility access as applied to the annual occupancy fee in a single tenant facility will represent each physical point Licensee uses to access the facility. In a multi-tenant facility, the annual occupancy fee will apply per tenant served.

- 13.3 Billing. License fees commence on the date a License is issued and are advance billed. Such fees cease as of the final day in which the Occupancy is physically removed. A one-month minimum charge is applicable to all Licenses.

- 13.4 Notice of Rate and Computation of Charges. On or about November 1 of each year, WAA will notify Licensee by certified mail, return receipt requested, of the annual conduit occupancy fees to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by terms and conditions of, this License Agreement. Occupancy fees shall be applied to the Conduit, Duct Bank or Inner-Duct facility accesses for which Licenses have been issued.
- 13.5 Receipt of Payment. All charges are due upon the due date of invoice or bill from WAA. Undisputed payments not received with thirty (30) days after receipt of an invoice from WAA shall be considered delinquent. New Licenses will not be approved for Applicants which have delinquent obligations owed to WAA.
- 13.6 Assurance of Payment. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$20,000. Such bond, letter of credit or other security shall be in a form satisfactory to WAA and may be increased from time to time as reasonably required by WAA to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

#### **14.0 USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES**

- 14.1 Routine Maintenance of Licensee's Facilities. Each License granted under this License Agreement authorizes Licensee to engage in routine maintenance of Licensee's facilities located in WAA's Conduits and Duct Banks pursuant to such License. Except for emergency maintenance as set forth in Section 17, Licensee shall give reasonable, but not less than seventy-two (72) hours notice to WAA before performing any work, whether or not of a routine nature, in WAA's Conduits or Duct Banks.
- 14.2 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this License Agreement (including but not limited to all requirements set forth above in this License Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and assumes all responsibility for directing the activities of all Persons Acting on Licensee's Behalf while they are physically present within WAA's Conduits or Duct Banks or in the immediate vicinity of such Conduits or Duct Banks.

- 14.3 WAA Not Responsible for Maintaining Licensee's Facilities. WAA shall have no obligation to maintain any Licensee facilities which Licensee has placed in WAA Conduits and Duct Banks.
- 14.4 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to place facilities in Conduits or Duct Banks, Licensee shall provide WAA with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify WAA of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on WAA's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on WAA's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all Persons Acting on Licensee's Behalf are complying with the requirements of this License Agreement and Licenses issued hereunder.
- 14.5 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working in WAA's Conduits or Duct Banks, or in the vicinity of such Conduits or Duct Banks, carry with them suitable identification and shall, upon request of any WAA employee, Airport tenant or regulatory representative, produce such identification.

## **15.0 MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES**

- 15.1 Notification of Planned Modification or Replacement of Facilities. Pursuant to Application for License procedures specified in Section 8.0 of this License Agreement, Licensee shall, when practical, notify WAA in writing at least 60 days before relocating, replacing or otherwise modifying its facilities located in any WAA Conduits or Duct Banks. The notice shall contain sufficient information to enable WAA to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.
- 15.2 Make-Ready Caused by Licensee's Request. If Licensee's request to modify its facilities located in any WAA Conduits or Duct Banks, requires WAA and/or other Licensees to rearrange their respective facilities in order for Licensee to make said modifications, Licensee shall advise WAA of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's facilities and be subject to the terms set forth in Section 10.0 of this Agreement.

15.3 New or Amended License Required. A new or amended Application for License as per Section 8.2 will be required if the proposed addition, relocation, replacement, or modification:

15.3.1 Requires that Licensee use additional space in WAA Conduits or Duct Banks (including but not limited to any additional Conduits, Inner-Ducts, or more space in any Manhole or Handhole) on either a temporary or permanent basis; or

15.3.2 Results in the size or location of Licensee's facilities in WAA's Conduits or Duct Banks being different from those described and authorized in Licensee's present License (e.g. different Conduit, Duct Bank or size increase causing a need to recalculate occupancy).

## **16.0 REARRANGEMENT OF FACILITIES**

16.1 Rearrangement of Licensee's Facilities at WAA's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for WAA to relocate, reconstruct, or modify portions of its Conduits or Duct Banks or rearrange facilities contained therein and that such changes may be necessitated by WAA's business needs and that it is clear the beneficiary of such rearrangement is WAA or a WAA tenant not a party to a License Agreement. In these instances, Licensee agrees that Licensee will, upon WAA's request, participate with WAA (and other Licensees) in the relocation, reconstruction, or modification of WAA's Conduits and Duct Banks or facilities rearrangement. Licensee is responsible for the cost of any such rearrangement of Licensee's facilities but at no cost to WAA, as needed to accommodate said relocation, reconstruction or modification of WAA's Conduits and Duct Banks or facilities rearrangement. Licensee shall not pay any cost for the relocation, reconstruction, or modification of WAA's Conduits or Duct Banks. In the event that WAA receives third party funding to pay for the costs of any relocation, reconstruction or modification of WAA's Conduits or Duct Banks, WAA shall make such third party funds in excess of WAA's cost of such relocation, reconstruction or modification, available to pay for or reimburse Licensee on a pro rata basis with other Licensees for any rearrangement of Licensee's facilities to accommodate such relocation, reconstruction or modification of WAA's Conduits or Duct Banks.

16.1.1 Licensee shall make all rearrangements of its facilities within such a period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption to a Licensee customer.

16.1.2 If Licensee fails to make the required rearrangements within the time requested and prescribed or within such extended periods of time as may be granted by WAA in writing, WAA may perform such

rearrangements with written notice to Licensee, and Licensee shall reimburse WAA for actual costs and expenses incurred by WAA plus a 12% administrative fee in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this License Agreement or License issued hereunder shall be construed as requiring Licensee to bear any costs and/or expenses which, under applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee.

16.1.3 Any such rearrangement of the Conduits or Duct Banks by WAA shall incorporate facilities meeting or exceeding the technical specifications for the facilities being replaced. In the event WAA's rearrangement may be service impacting to the Licensee's facilities, WAA will provide as much advance notice as possible but not less than sixty (60) day written notice prior to the rearrangement activity.

16.2 Rearrangement of Licensee's Facilities at Request of Another Licensee. Licensee acknowledges that, from time to time, it may be necessary to rearrange its facilities on behalf of the business needs of another licensee. Any work to be performed to accommodate the requesting licensee shall be negotiated, coordinated and reimbursed directly between the Licensee and the requesting licensee; provided, however, that WAA shall be advised of such request and shall determine, in the exercise of sound engineering judgment whether or not Make-Ready Work is necessary or possible or if modification of any license is necessary. Nothing in this Agreement shall mandate the Licensee to incur unreasonable unreimbursed costs related to the rearrangement of its facilities at the request of another licensee.

## **17.0 EMERGENCY REPAIRS**

17.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs including arrangements for access to WAA Conduits or Duct Banks for Emergency Repairs. Licensee shall have twenty four (24) hour access to the Conduits and Duct Banks in order to make Emergency Repairs. As soon as Licensee becomes aware of a need for Emergency Repairs, Licensee will contact WAA's maintenance personnel using the following twenty four (24) hour emergency number: 316-946-4740 (Airport Public Safety Division) or as provided in writing to Licensee from time to time. If WAA is unavailable, Licensee is authorized to proceed with access to the Conduits and Duct Banks to complete any necessary Emergency Repairs, provided that Licensee complies with all existing and future WAA safety and access requirements. WAA shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.



## **18.0 INSPECTION BY WAA OF LICENSEE'S FACILITIES**

- 18.1 WAA's Right to Make Inspections. WAA shall have the right to make inspections at any time of any part of Licensee's facilities occupying any WAA Conduits or Duct Banks for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this License Agreement and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened). Such inspections shall be conducted at WAA's expense provided; however, that Licensee shall bear the cost of inspections as specified in Section 4.9.
- 18.2 No Duty to Licensee. Neither the act of inspection by WAA of Licensee's facilities, nor any failure to inspect such facilities, shall operate to impose on WAA any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this License Agreement.

## **19.0 NOTICE OF NONCOMPLIANCE**

- 19.1 Notice of Noncompliance. If, at any time, WAA determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this License Agreement, WAA may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute WAA's assertion that such facilities are not in compliance, Licensee agrees to provide WAA with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within thirty (30) days of notice, and to notify WAA in writing when the facilities have been brought into compliance.
- 19.2 Disputes over Alleged Noncompliance. If Licensee disputes WAA's assertion that Licensee's facilities are not in compliance, Licensee shall notify WAA in writing within seven (7) days of notice of the basis for Licensee's assertion that its facilities are in compliance.
- 19.3 Failure to Bring Facilities Into Compliance. If Licensee has not brought the facilities into compliance within the thirty (30) day time period, or not provided WAA with proof sufficient to persuade WAA that WAA erred in asserting that the facilities were not in compliance, and if WAA determines in good faith that the alleged noncompliance causes or is likely to cause damage or pose a hazardous condition to WAA's facilities or those of other Licensees, WAA may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this License

Agreement or terminate the License in accordance with the terms set forth herein.

19.4 Correction of Conditions by WAA. If WAA elects to bring Licensee's facilities into compliance, the provisions of this License Agreement shall apply.

19.4.1 WAA will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and WAA's schedule for performing the work.

19.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a WAA Manhole, WAA may, at Licensee's expense, reattach them but shall not be obligated to do so. If WAA does not reattach Licensee's facilities, WAA shall endeavor to arrange with Licensee for the reattachment of any facilities affected.

19.4.3 WAA shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.

19.5 Licensee to Bear Expenses. Licensee shall bear all expenses plus a 12% administrative fee arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this License Agreement; provided however, that nothing contained in this License Agreement or License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

**20.0 UNAUTHORIZED OCCUPANCY OR UTILIZATION OF WAA'S FACILITIES**

20.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's facilities shall be found occupying Conduits or Duct Banks for which no License is outstanding, WAA, without prejudice to its other rights or remedies under this License Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from WAA of the unauthorized Conduit or Duct Bank Occupancy, a Conduit Occupancy License application. If such application is not received by WAA within a specified time period, Licensee may be required at WAA's option to remove its unauthorized Conduit or Duct Bank Occupancy within sixty (60) days of the final date for submitting the required application, or WAA may, at WAA's option, remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. In addition to an Unauthorized Access Fee

as reflected in Schedule I, Occupancy charges for any such unauthorized Conduit or Duct Bank Occupancy shall be equal to applicable License fees and charges which would have been payable from and after the date such facilities were first placed in WAA's Conduits or Duct Bank, if Licensee provides reasonable documentation in the License Application. If Licensee is unable to provide such reasonable documentation, then Licensee agrees to all applicable fees in Schedule I for a term of three (3) years.

20.1.1 Nothing contained in the License Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

20.2 No Implied Waiver or Ratification of Unauthorized Use. No act by WAA with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by WAA of any of its rights or privileges under this License Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this License Agreement in regard to said unauthorized use from its inception.

## **21.0 REMOVAL OF LICENSEE'S FACILITIES**

21.1 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from Conduits or Duct Banks within sixty (60) days after:

21.1.1 Termination of the License covering such Conduit or Duct Bank Occupancy; or

21.1.2 The date Licensee replaces its existing facilities in one Conduit with substitute facilities in another Conduit; or

21.1.3 Licensee's Facilities are determined to be abandoned by the Licensee; or

21.1.4 WAA determines there is a need for inactive Licensee Facilities to be removed.

21.2 Failure to Remove. If Licensee fails to remove its facilities within the specified period, WAA shall have the right to remove such facilities at Licensee's expense including a 12% administrative fee and without any Liability on the part of WAA for damage or injury to such facilities except to the extent caused by negligence or intentional misconduct of WAA.

21.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for

and pay to WAA all fees and charges pursuant to provisions of this License Agreement until all of Licensee's facilities are physically removed from WAA's Conduits or Duct Banks.

- 21.4 Abandonment of Licensee's Facilities. At the sole option of the WAA, Licensee may be allowed to abandon Licensee's Facilities in place and relinquish ownership to WAA, at no cost to WAA. Application of Fees and Charges will terminate upon the completed execution of a transfer order negotiated between the parties to this Agreement.
- 21.5 Assurance of Removal. To provide security for removal of Licensee facilities applicable under 21.1, Licensee acknowledges that the issuance of new and renewal Licenses under this License Agreement will be suspended until the situation has been remedied.

## **22.0 INSURANCE**

- 22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this License Agreement, issued by an insurance carrier licensed to do business in the State of Kansas and having an A.M. Best rating of A minus or better, or in the alternative, reasonably satisfactory to WAA.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with Section 22.1 above:
- 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate.
  - 22.2.3 Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident.
  - 22.2.4 Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
- 22.3 WAA and the City of Wichita shall be named as an additional insured on the policies described under Sections 22.2.1, 22.2.2, and 22.2.4. Licensee shall submit to WAA certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to WAA.

- 22.4 All Insurance required in accordance with Sections 22.2 and 22.3 must be effective before WAA will authorize employees to enter WAA buildings or Manholes as part of the Pre-License Provision of Records and Information. Required insurance shall remain in force until such Licensee's facilities have been removed from all such Conduits and Duct Banks.

**23.0 INDEMNIFICATION, LIMITATION ON DAMAGES AND DISCLAIMER OF LIABILITY AND WARRANTIES**

- 23.1 WAA shall exercise reasonable care to avoid damaging the communications facilities of the Licensee and shall report to the Licensee the occurrence of any such damage caused by WAA's employees, agents or contractors. WAA agrees to reimburse the Licensee for all reasonable costs, including reasonable attorney's fees through appeals, incurred by the Licensee plus a 20% emergency administrative fee for the physical repair of such facilities damaged by WAA, its employees, agents, contractors, subcontractors or invitees. However, WAA shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities, or for any special, indirect, or consequential damages arising in any manner, including WAA's negligence, out of the use of Conduits or Duct Banks or WAA's actions or omissions in regard thereto.
- 23.2 WAA shall indemnify, protect and hold harmless Licensee, its directors, officers, employees and agents from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals incurred by Licensee, its employees, agents or contractors, relating to the Licensee Conduits transferred to WAA. This provision applies only to events that occur after the date the conduit is transferred to the WAA.
- 23.3 Licensee shall exercise reasonable care to avoid damaging the facilities of WAA and of others and shall make an immediate report to WAA of the occurrence of any such damage caused by Licensee's employee, agents, or contractors. Licensee agrees to reimburse WAA for all reasonable costs plus a 20% emergency administrative fee incurred by WAA for the physical repair of such facilities damaged by Licensee.
- 23.4 Licensee shall indemnify, protect and hold harmless WAA and the City of Wichita, its directors, officers, employees and agents and WAA's other Licensees from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals incurred by WAA, the City of Wichita and WAA's other Licensees as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating Conduits or Duct Banks. However, Licensee shall not be liable under this Agreement to WAA's other Licensees for any interruption of such Licensees' service or for interference with the operation of such Licensees'

facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensee's negligence, out of the use of Conduits or Duct Banks or Licensee's actions or omissions in regard thereto

- 23.5 The Licensee shall indemnify, protect and hold harmless WAA and the City of Wichita, its directors, officers, employees and agents and WAA's other Licensees from and against any and all claims, demands, causes of actions and costs, including reasonable attorney's fees through appeals, for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the rearrangement, maintenance, presence, use or removal of Licensee's facilities, or by their proximity to the facilities of all parties placed in Conduits or Duct Banks, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of WAA's Conduits or Duct Banks or otherwise.
- 23.6 Each party shall promptly advise the other party of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Each party shall promptly notify the other party in writing of any suits or causes of action which might involve the notified party and upon the request of the notified party, copies of all relevant accident reports and statements made to the notifying party's insurer by the notifying party or other shall be furnished promptly to the notified party.
- 23.7 LICENSEE ACKNOWLEDGES AND AGREES THAT WAA DOES NOT WARRANT THE CONDITION OR SAFETY OF WAA'S CONDUITS, DUCT BANKS OR THE PREMISES SURROUNDING THE SAME, LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF THE CONDUITS, DUCT BANKS AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, EXCEPT TO THE EXTENT ANY SUCH DAMAGE, INJURY OR LOSS IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACT OF WAA.
- 23.8 By executing this Agreement, Licensee warrants that it has acquainted or will fully acquaint itself and its employees and/or contractors or agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties and restrictions pending the executing of such work.
- 23.9 WAA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO WAA'S CONDUITS, DUCT BANKS OR OTHER FACILITIES ALL OF WHICH ARE HEREBY DISCLAIMED AND EXPRESSLY DISCLAIMS ANY IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 23.10 LICENSEE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO LICENSEE'S CONDUITS TRANSFERRED TO WAA, ALL OF WHICH ARE HEREBY DISCLAIMED AND LICENSEE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 23.11 WAA shall indemnify Licensee from any claims by third parties and expenses (including legal fees and court costs through appeals) respecting damage to tangible property, personal injury or death caused by WAA's negligence or willful misconduct.
- 23.12 Notwithstanding any other provision hereof (other than the parties' obligation to indemnify each other), neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues, taxes levied on income, or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any License. Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

**24.0 AUTHORIZATION NOT EXCLUSIVE**

- 24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. WAA shall have the right to grant, renew and extend rights and privileges to others not party to this License Agreement, by contract or otherwise, to use any Conduits or Duct Banks covered by this License Agreement and Licensee's rights hereunder; provided that any such rights or privileges of others do not unreasonably or materially interfere with the Licensee's rights under this Agreement..

**25.0 ASSIGNMENT OF RIGHTS**

- 25.1 Licensee shall not assign or transfer this License Agreement or any License or any right or authorization granted under this License Agreement and this License Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of WAA. WAA shall not unreasonably withhold such consent. Nothing contained in this Section 25 shall be deemed or construed to prohibit Licensee from leasing, licensing, granting indefeasible rights of use or entering into similar agreements or arrangements with Licensee's customers respecting the Licensee's facilities installed in the Conduits or Duct Banks.

- 25.2 In the event such consent or consents are granted by WAA, then the provisions of this License Agreement shall apply to and bind the successors and assigns of the Licensee.

## **26.0 FAILURE TO ENFORCE**

- 26.1 Failure of WAA to enforce or insist upon compliance with any of the terms or conditions of this License Agreement or to give notice or declare this License Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this License Agreement, but the same shall be and remain at all times in full force and effect.

## **27.0 SUPERSEDITION OF PREVIOUS LICENSE AGREEMENT(S)**

- 27.1 This License Agreement supersedes all previous license agreements, easements, rights-of-way, whether written or oral, between WAA and Licensee for Licensee's Communications Facilities in Conduits or Duct Banks within the Airport Premises covered by this License Agreement; and there are no other provisions, terms or conditions to this License Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous License Agreements shall be subject to the terms and conditions of this License Agreement.
- 27.2 This License Agreement shall not affect the rights, obligations or fees imposed by any other governmental entity with jurisdiction over the Licensee.

## **28.0 AUTHORIZATIONS**

- 28.1 Licensee represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Licensee warrants that it has full power and authority to execute and deliver this License Agreement and to perform its obligations hereunder.

## **29.0 NOTIFICATIONS**

- 29.1 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this License Agreement, including, but not limited to processing Licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.



LICENSEE		
	Legal	Operational
Contact	General Counsel	NIS Contract Management
Title		
Company	Level 3 Communications	Level 3 Communications
Address	1025 Eldorado Boulevard	1025 Eldorado Boulevard
Address		
City, State, Zip	Broomfield CO 80021	Broomfield CO 80021
Telephone	720-888-1000	720-888-1000
Facsimile	720-888-5122	720-888-5254
WAA		
	Legal	Operational
Contact	Victor D. White	John Oswald
Title	Director of Airports	Engineering and Planning Manager
Company	Wichita Airport Authority	Wichita Airport Authority
Address	2173 Air Cargo Road	2173 Air Cargo Road
City, State, Zip	Wichita, Kansas 67209	Wichita, Kansas 67209
Telephone	316-946-4700	316-946-4715
Facsimile	316-946-4793	316-946-1898

### **30.0 FORCE MAJEURE**

- 30.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations.

### **31.0 NONDISCLOSURE AGREEMENT**

- 31.1 During the term of this Agreement it may be necessary for the parties to provide to each other certain information considered proprietary or confidential. The receiving party shall protect such information of the disclosing party from

whatever source from distribution, disclosure, or dissemination to anyone except employees of the receiving party with a need to know such information in conjunction with the provision of Services hereunder, except as authorized herein or as otherwise authorized in writing. All such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend.

Licensee acknowledges and understands that the obligations of the WAA are subject to the provisions of the Kansas Open Records Act (K.S.A. 45-215, et. Seq.) hereinafter the Act. Accordingly, any confidential information that Licensee discloses to the WAA in connection with this Agreement will be protected by the WAA to the extent that the WAA will take all reasonable and appropriate steps to prevent such confidential information from being deemed an open record under the Act.

31.2 The receiving party will not have an obligation to protect any of the disclosing party's information which:

31.2.1 is made publicly available by the disclosing party or lawfully by a nonparty to this agreement; or

31.2.2 is lawfully obtained by the receiving party from any source other than the disclosing party; or

31.2.3 is previously known to the receiving party without an obligation to keep it confidential; or

31.2.4 is released by the disclosing party in writing; or

31.2.5 is released by the receiving party pursuant to any valid subpoena issued in connection with any legal action or administrative proceedings; however, notice of subpoena shall immediately be given to the other party. The receiving party will only make copies of the information received from the disclosing party as are necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. The receiving party agrees not to identify the disclosing party or any other owner of information disclosed hereunder in any advertising or publicity without the prior written permission of the disclosing party.

## **32.0 NON-DISCRIMINATION EEO/AAP**

32.1 The Licensee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry in its operations or services, and its use or occupancy of property under this

Agreement. The Licensee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900; and laws, regulations or amendments as may be promulgated thereunder.

### **33.0 NON-ARBITRATION**

- 33.1 Notwithstanding anything to the contrary contained in this Agreement, the WAA shall not be subject to arbitration and any clause relating to arbitration contained in this Agreement shall be null and void.

### **34.0 KANSAS LAW TO GOVERN**

- 34.1 This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement in duplicate on the day and year written above.

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By\_\_\_\_\_

Carl Brewer, President

LEVEL 3 COMMUNICATIONS, LLC  
BROOMFIELD, COLORADO

By\_\_\_\_\_

Title\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

\_\_\_\_\_  
Application Number (to be assigned by WAA)

**WICHITA AIRPORT AUTHORITY  
CONDUIT AND DUCT BANK USE  
APPLICATION FOR CONDUIT OCCUPANCY LICENSE**

\_\_\_\_\_  
*Company Name of Applicant*

\_\_\_\_\_  
*Application Date*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Applicant Contact Person*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Contact Telephone Number*

In accordance with the terms and conditions of the License Agreement between the Wichita Airport Authority (WAA) and \_\_\_\_\_ (*Applicant*), dated \_\_\_\_\_, 20\_\_\_\_, application is hereby made for a non-exclusive license to occupy the conduit system as shown on the Conduit System Diagram, Conduit Cable Detail Listing, Conduit Equipment Detail Listing and Construction Schedule pages of this Application Form. A license duration of \_\_\_\_\_ months is requested.

Applicant hereby requests WAA to provide an estimate of the costs to complete the required Pre-License Work.

\_\_\_\_\_  
*Authorized Applicant Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

***Note: Two signed copies of Application are required for application.***

\_\_\_\_\_  
For WAA use only

\_\_\_\_\_  
*Application Received By*

\_\_\_\_\_  
*Date Received*

\_\_\_\_\_  
Application Number (to be assigned by WAA)

**WICHITA AIRPORT AUTHORITY  
CONDUIT AND DUCT BANK USE  
APPLICATION FOR CONDUIT OCCUPANCY LICENSE  
CONDUIT SYSTEM DIAGRAM**

\_\_\_\_\_  
*Company Name of Applicant*

\_\_\_\_\_  
*Application Date*

\_\_\_\_\_  
Application Number (to be assigned by WAA)

**WICHITA AIRPORT AUTHORITY  
CONDUIT AND DUCT BANK USE  
APPLICATION FOR CONDUIT OCCUPANCY LICENSE  
CONDUIT SYSTEM DIAGRAM – SAMPLE**

**WICHITA AIRPORT AUTHORITY  
CONDUIT AND DUCT BANK USE  
APPLICATION FOR CONDUIT OCCUPANCY LICENSE  
CABLE DETAIL LISTING**

\_\_\_\_\_  
*Company Name of Applicant*

\_\_\_\_\_  
*Application Date*

DESCRIPTION OF CABLE TO OCCUPY CONDUIT									
Cable Designation (a)	O.D. Inches (b)	Wt. Lbs. Per Foot (c)	Metallic Sheath or Shield		Type of Cable (e)	Max Voltage To Ground		Max Current in any Conductor (g)	Type of Jacket (h)
			Yes (d)	No (d)		AC (f)	DC (f)		
1									
2									
3									
4									
5									
6									



7										
8										
9										
10										
11										
12										

- (a) **Cable Designation:** Assign letter, alphabetically, to each different type of cable to be installed.  
 (b) **O. D. (Inches):** Outside diameter of cable.  
 (c) **WT. Lbs. per foot:** Self-explanatory.  
 (d) **Metallic Sheath Or Shield:** Self-explanatory.  
 (e) **Type of Cable:** If coaxial cable, show number of tubes.  
 (f) **Maximum Voltage to Ground:** Self-explanatory.  
 (g) **Maximum Current in any Conductor:** Indicate voltage and amperage.  
 (h) **Type of Jacket:** Enter the type of material of the outer jacket or sheath (polyethylene, PVC, etc.)

WICHITA AIRPORT AUTHORITY  
CONDUIT AND DUCT BANK USE  
APPLICATION FOR CONDUIT OCCUPANCY LICENSE  
CONDUIT EQUIPMENT DETAIL LISTING

Company Name of Applicant

Application Date

EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES									
Manhole Location		Type		Height		Width		Depth	Weight

1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									

\_\_\_\_\_  
Application Number (to be assigned by WAA)

**WICHITA AIRPORT AUTHORITY  
CONDUIT AND DUCT BANK USE  
APPLICATION FOR CONDUIT OCCUPANCY LICENSE  
CONSTRUCTION SCHEDULE**

\_\_\_\_\_  
*Company Name of Applicant*

\_\_\_\_\_  
*Application Date*

\_\_\_\_\_  
*Manager Responsible for Construction*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Manager Responsible for Construction  
Telephone Number*

\_\_\_\_\_  
*City, State, ZIP*

---

\_\_\_\_\_  
*Company Name of Primary Contractor*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Primary Contractor Contact Person*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Primary Contractor Telephone Number*

---

\_\_\_\_\_  
*Company Name of Primary Sub-contractor*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Primary Sub-contractor Contact Person*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Primary Sub-contractor Telephone Number*

\_\_\_\_\_  
Application Number (to be assigned by WAA)

**WICHITA AIRPORT AUTHORITY  
CONDUIT AND DUCT BANK USE  
APPLICATION FOR CONDUIT OCCUPANCY LICENSE  
CONSTRUCTION SCHEDULE**

\_\_\_\_\_  
*Company Name of Applicant*

\_\_\_\_\_  
*Application Date*

\_\_\_\_\_  
*Proposed Construction Start Date*

\_\_\_\_\_  
*Proposed Construction Completion Date*

PROPOSED CONSTRUCTION SCHEDULE MILESTONES			
Task		Start Date	Completion Date

1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____
11	_____	_____	_____
12	_____	_____	_____

## **SCHEDULE 8**

### **Non-Aeronautical Users**

A Non-Aeronautical User is defined as any company, organization or individual doing business on Wichita Mid-Continent Airport who is not engaged in air transportation. The Wichita Airport Authority establishes these fees and charges as the standard but reserves the right to vary from the published fees and charges in an agreement as negotiations may dictate. Other fees may apply based on the nature of service provided.

### **AIRPORT FEES AND CHARGES**

Building Rental	FMV appraisal
Land Rental – Central Terminal Area	\$.3073/s.f.
• Escalates at 5% annually.	
Land Rental – Other	\$.1982/s.f.
• Escalates at 5% every five years. Next adjustment will be 1/1/2013.	
Traversed Property	\$.1982/s.f.
• Escalates at 5% every five years. Next adjustment will be 1/1/2013.	
Off-Airport Operator Commission	9% of gross receipts
On-Airport Operator Commission	10% of gross receipts
Ground Handling Commission (non-airline)	10% of gross receipts
Conduit Occupancy Fee	\$456/annum/facility access

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL APRIL 7, 2009**

- a. KLINK 1R Resurfacing FY 2008-2009: State Highway K-42, Hoover Road to I-235, Phase 2 (472-84725a/706980/208445) Traffic to be maintained using flagpersons and barricades. (District IV) - \$185,000.00
- b. Lateral 416 Four Mile Creek Sewer to serve Willow Creek East 2nd Addition (east of Greenwich, south of Harry) (468-84553/744298/480987) Does not affect existing traffic. (District II) - \$114,000.00
- c. Storm Water Drain #352 to serve Willow Creek East 2nd Addition (east of Greenwich, south of Harry) (468-84555/751482/485373) Does not affect existing traffic. (District II) - \$155,000.00
- d. Pavement and Drainage Improvements for Topeka Street, Dewey Street to Waterman Street; Waterline Modifications to Topeka and Lewis Street Intersection (east of Broadway, north of Kellogg) (472-84745/707002/63210/209467/778600) See Plans for Traffic Instructions. (District I) - \$1,388,503.00

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Petition for Water Distribution System in The Broad Street Addition (south of MacArthur, west of West Street) (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the new Petition.

**Background:** On October 1, 2002, the City Council approved a petition for a water distribution system in The Broad Street Addition. The developer has submitted a new Petition that adds two tracts to the improvement district and increases the project budget. The signature on the Petition represents 100% of the improvement district.

**Analysis:** The project will construct a water distribution system in a commercial development located south of MacArthur, west of West Street.

**Financial Considerations:** The existing Petition totals \$36,000. The new Petition totals \$93,000. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing water distribution system improvements required for a commercial development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

**Recommendations/Actions:** It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on April 10, 2009

RESOLUTION NO. 09-093

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-89718, (SOUTH OF MACARTHUR, WEST OF WEST STREET) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING WATER DISTRIBUTION SYSTEM NUMBER 448-89718, (SOUTH OF MACARTHUR, WEST OF WEST STREET) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 02-452 adopted on October 1, 2002 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-89718, (south of MacArthur, west of West Street) in the City of Wichita, Kansas.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be Ninety-Three Thousand Dollars (\$93,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2009.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE BROAD STREET ADDITION

Lot 1, Block 1

UNPLATTED TRACT 'A'

A tract of land in the NE ¼ of Sec. 14, Twp. 28-S, R-1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: That part of the NE ¼ of said Sec. 14, lying west of the Missouri Pacific Railroad right-of-way (as established in Deed Book 964, Page 39 and in Deed Book 1230, Page 340), EXCEPT the north 933.0 feet thereof; EXCEPT that part platted as The Broad Street Addition; and EXCEPT that part taken for the Wichita-Valley Center Floodway condemned by Case A-30410.

UNPLATTED TRACT 'B'

That part of the W ½ of the SE ¼ of Sec. 14, Twp. 28-S, R -1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying east of the Wichita-Valley Center Flood Control right-of-way per condemnation Case A-30410 and west of the Missouri Pacific Railroad right-of-way as established by the Deed filed in Book 1230, Page 344, TOGETHER with that part of the E ½ of the SE ¼ of



Sec. 14, Twp. 28-S, R-1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying west of the Missouri Pacific Railroad right-of-way as established by the Deed filed in Book 1230, Page 342.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a square foot basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7<sup>th</sup> day of April, 2009.

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CARL BREWER, MAYOR

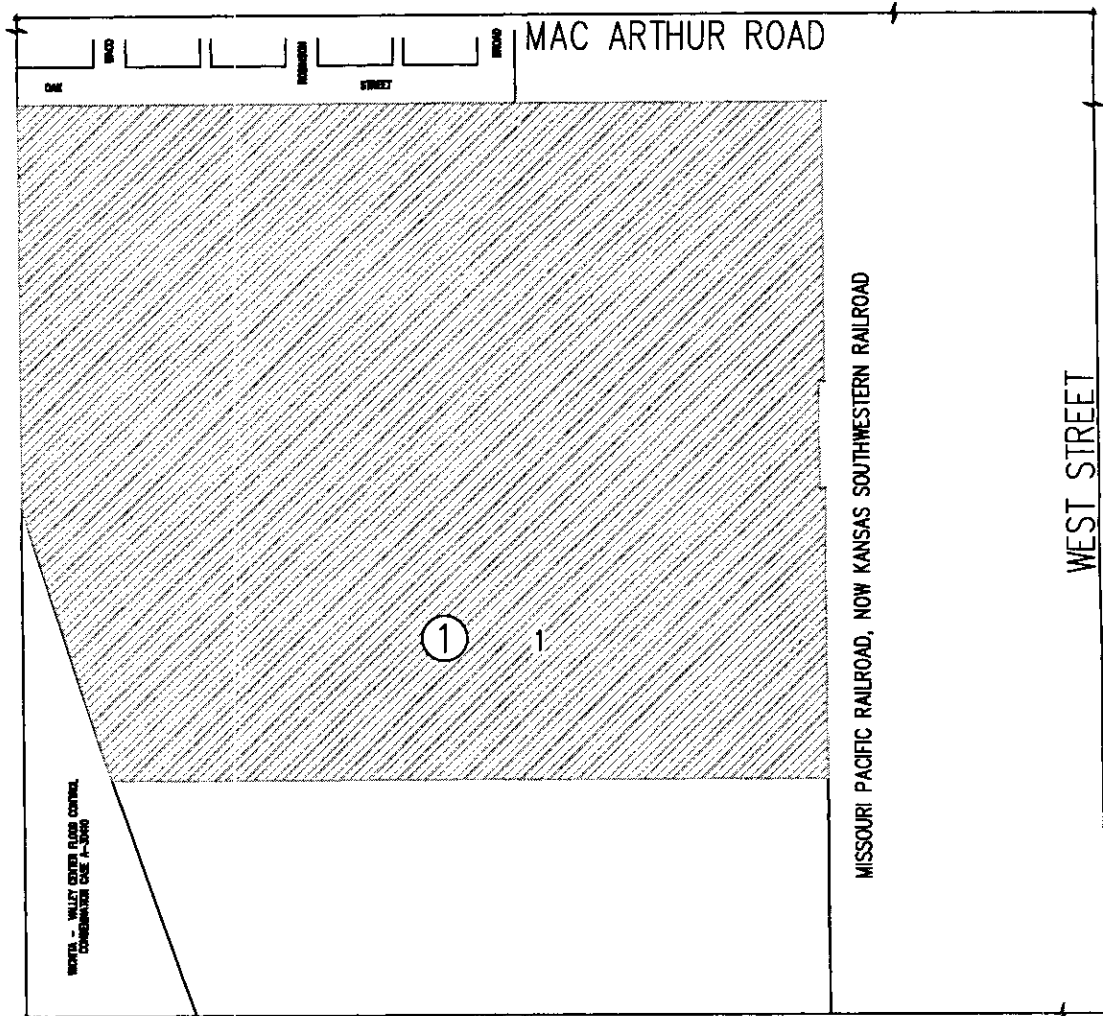
ATTEST:

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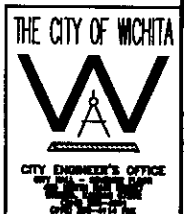
KAREN SUBLETT, CITY CLERK

(SEAL)

# BROAD STREET ADDITION



BENEFIT DISTRICT   
 (ACTUAL ALIGNMENT TO BE  
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION				
CITY OF WICHITA				
<div style="display: flex; justify-content: space-between;"> <div> <p>USE:</p> <p>To Initiate Project</p> <p>To Revise Project</p> </div> <div> <p>1. Prepare in triplicate</p> <p>2. Send original &amp; 2 copies to budget.</p> <p>3. City Manager to sign all copies.</p> <p>4. File original w/ initiating resolution in City Clerk.</p> <p>5. Return 2nd copy to initiating department.</p> <p>6. Send 3rd copy to Controller.</p> </div> </div>				
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	3/9/2009	Water Distribution System in The Broad Street Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2009		
9. Estimated Start Date As Required	10. Estimated Completion Date		11. Project Revised	
	As Required			
12. Project Cost Estimate				
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$93,000		\$93,000
Streetscape				
Totals		\$93,000		\$93,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation:				
<div style="display: flex; justify-content: space-between;"> <div> <p>Approve the petition and adopt the resolution</p> </div> <div> <p>Budget Officer</p> <p><i>Anthony A. Kelly</i></p> <p>3/25/2009</p> </div> <div> <p>City Manager</p> </div> </div>				
Division Head	Department Head	Date		
<i>Sam Ransom</i>	<i>John M. Co.</i>			

\$

RECEIVED

**WATER DISTRIBUTION SYSTEM PETITION**

JAN 22 '09

To the Mayor and City Council  
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**THE BROAD STREET ADDITION**

Lot 1, Block 1

448-89718

**UNPLATTED TRACT 'A'**

A tract of land in the NE ¼ of Sec. 14, Twp. 28-S, R-1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: That part of the NE ¼ of said Sec. 14, lying west of the Missouri Pacific Railroad right-of-way (as established in Deed Book 964, Page 39 and in Deed Book 1230, Page 340), EXCEPT the north 933.0 feet thereof; EXCEPT that part platted as The Broad Street Addition; and EXCEPT that part taken for the Wichita-Valley Center Floodway condemned by Case A-30410.

**UNPLATTED TRACT 'B'**

That part of the W ½ of the SE ¼ of Sec. 14, Twp. 28-S, R-1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying east of the Wichita-Valley Center Flood Control right-of-way per condemnation Case A-30410 and west of the Missouri Pacific Railroad right-of-way as established by the Deed filed in Book 1230, Page 344, TOGETHER with that part of the E ½ of the SE ¼ of Sec. 14, Twp. 28-S, R-1-W of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying west of the Missouri Pacific Railroad right-of-way as established by the Deed filed in Book 1230, Page 342.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(South of  
MacArthur,  
West of  
West Street)

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvement").

(b) That the estimated and probable cost of the foregoing improvements being Ninety-Three Thousand Dollars (\$93,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2009.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Construction of this Improvement may be abandoned, altered and/or performed privately in part or whole, in which case construction of this Improvement under the authority of this petition, shall be precluded. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Improvement or which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the Improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned Improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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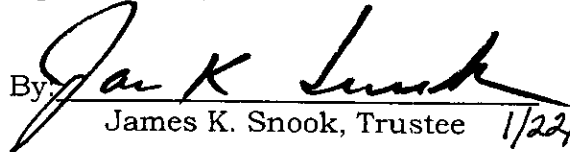
**THE BROAD STREET ADDITION**

Lot 1, Block 1

**UNPLATTED TRACT 'A'**

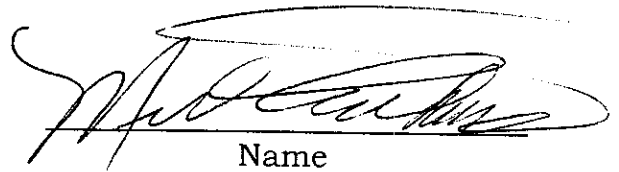
**UNPLATTED TRACT 'B'**

James K. Snook Trust Agreement  
dated September 22, 1997

By:   
James K. Snook, Trustee 1/22/09

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

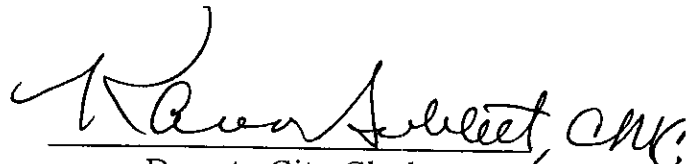
  
Name

Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 22nd day of January  
2009.



  
Deputy City Clerk

**City of Wichita  
City Council Meeting  
April 07, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Community Events

**INITIATED BY:** Division of Arts & Cultural Services (District IV, VI)

**AGENDA:** Consent

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**Recommendation:** Approve the request for street closures.

**Background:** In accordance with the Community Events Procedure, the event promoter Kelsey Metzinger, Historic Delano, Inc. is coordinating with City of Wichita Staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Rumble in Delano Car Show May 30, 2009 4:00 pm – 10:00 pm**

- Douglas Avenue, McLean Boulevard to Walnut – including roundabout.  
Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life

**Legal Consideration:** None

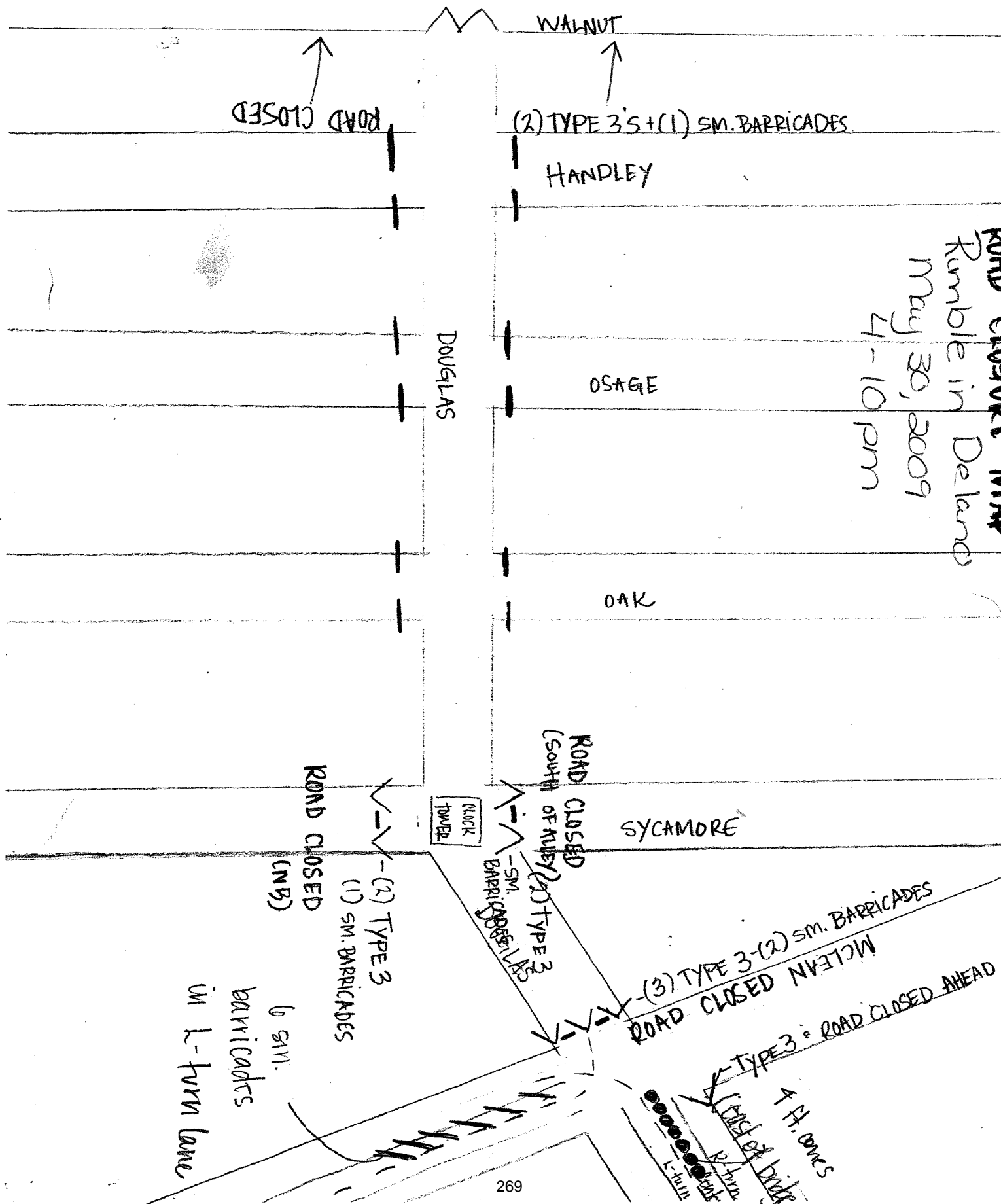
**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.



ROAD CLOSED AHEAD

DK211

ROAD CLOSURE MAP  
Rumble in Deland  
May 30, 2009  
4-10 pm



City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Renewal of SRS Purchase of Service Agreement

**INITIATED BY:** Human Resources

**AGENDA:** Consent

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**Recommendation:** Approve renewal of Purchase of Service Agreement and authorize necessary signatures.

**Background:** In March of 2004 the City of Wichita entered into a Kansas Department of Social and Rehabilitation Services (SRS) purchase of service agreement to have the City's Career Development Office (CDO) provide employment preparation and job placement services to welfare recipients. In October of 2006 the agreement was modified to incorporate provisions of the federal Deficit Reduction Act of 2005 and extended for a two-year period. In October of 2008 the agreement was extended through October 8, 2009 and now the SRS wishes to renew the agreement for an additional two year period through October 8, 2011.

**Analysis:** The CDO continues to exceed its contractual goals contained in the agreement, with approximate achievement rates of 70% for placements, 80% for job retention, and an average hourly wage at placement of \$8.80. Since March of 2004, approximately 600 individuals have achieved employment through the efforts of the CDO.

**Financial Considerations:** The maximum agreement amount for the 2008/09 period is \$661,000, which will cover the expenses of the CDO in providing services to referred Sedgwick County welfare recipients. This same maximum is projected to cover these expenses throughout the two-year renewal period. No general funds are obligated by the renewal of the agreement.

**Goal Impact:** The CDO in its fulfillment of the agreement will promote economic vitality and affordable living in Sedgwick County by sustaining or improving the affordable living of the SRS clients it serves.

**Legal Considerations:** The Department of Law has approved renewal of the provider agreement.

**Recommendation/Action:** It is recommended that the City Council approve renewal of the SRS Provider Agreement and authorize the necessary signatures.

**Attachments:** SRS Provider Agreement renewal letter

March 18, 2009

Ms. Joyce Stockham  
Career Development Office  
444 E. William  
Wichita, KS 67202

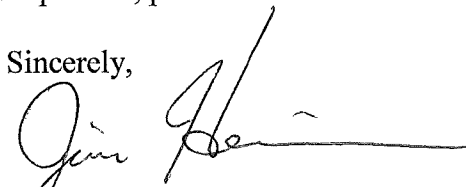
Subject: Provider Agreement #EES-WICR-07-04  
Effective Dates: 10/9/06-10/8/09

Dear Ms. Stockham:

The above captioned SRS Provider Agreement is scheduled to expire on October 8, 2009. This letter serves to extend the agreement for a period of two more years. The renewal period would cover October 9, 2009 through October 8, 2011.

Please verify your acceptance of this offer of renewal by signing the statement at the end of this letter and returning it to this office by March 31, 2009. If you have any questions regarding the renewal office or renewal process, please feel free to contact this office.

Sincerely,



Jim Heiser  
EES Program Administrator

City of Wichita-Career Development Office agrees to renew the provider agreement with the Wichita Region Social and Rehabilitation Services (SRS) office and to provide services to EES consumers. City of Wichita-CDO accepts the terms of this renewal offer which will commence October 9, 2009 through October 8, 2011.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRACT**  
**for**  
**GUARD SERVICE FOR THE WICHITA**  
**INTERVENTION PROGRAM**

**THIS CONTRACT** entered into this 24<sup>th</sup> day of March 2009, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SMART SECURITY AND INVESTIGATIONS, INC.**, (Vendor Code Number 810388-001), whose principal office is at 626 N. Broadway, Suite D, Wichita, Kansas, 67214, Telephone Number (316) 264-1177 hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited bids for **Guard Service for the Wichita Intervention Program** (Formal Proposal – FP800097) [Commodity Code Number 99046]; and

**WHEREAS**, **VENDOR** has submitted the bid most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800097 [Commodity Code Number 99046], which is incorporated herein by this reference the same as if it were fully set forth. The bid package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP800097 shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** for the **Guard Service for the Wichita Intervention Program** Formal Proposal – FP800097 [Commodity Code Number 99046], for the Municipal Court Department : Security Guard Officer at \$13.00 per hour and \$14.69 per hour for the Security Guard Supervisor as compensation per the bid, plans, specifications, addenda and **VENDOR'S** bid proposal of November 17, 2008 and as approved by the City Council on March 24, 2009. This contract includes an escalation clause not to exceed 1.5% annual cap with approval of both parties effective at the beginning of each yearly option renewal.

3. **Term.** The term of this contract shall be from March 24, 2009, through March 23, 2010, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

**4. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$200,000 each occurrence \$500,000 each aggregate
-------------------------	---

Property Damage Liability	\$100,000 each occurrence \$300,000 each aggregate
---------------------------	---

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

4. False Arrest, Slander and Malicious Prosecution	\$100,000 per claimant \$300,000 each aggregate
--	--

**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**8. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

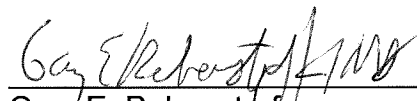
**CITY OF WICHITA, KANSAS**



\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**SMART SECURITY AND  
INVESTIGATIONS, INC.**

  
\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Print Name)  
  
\_\_\_\_\_  
(Title-President or Corporate Officer)

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;



5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

Municipal Court Probation Office  
455 N Main  
Wichita, KS 67202

As per our negotiation our pricing is as follows:

Hourly Rate for Unarmed Guard \$13.00 per man hour

Hourly Rate for Supervising Officer \$14.68 per man hour

This is with a 1.5% annual increase, escalation clause not to exceed 1.5% annual cap effective at beginning of each yearly option renewal.

Sincerely,



Tina Reesman

Exhibit C

626 N. Broadway Suite D  
Wichita, Kansas 67214  
Office 316-264-1177  
Fax 316-264-1199  
Toll Free 877-388-1177

Smart Security & Investigations Inc.

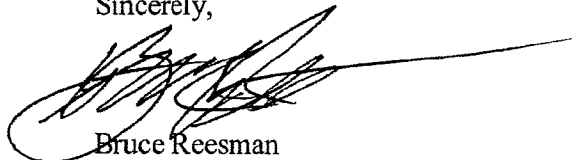
November 10, 2008

City of Wichita  
Purchasing Manager  
City Hall, 12<sup>th</sup> Floor  
455 N. Main  
Wichita, Kansas 67202

Re: Request for proposal of Services, Municipal Court  
Department/Probation Division, Guard Services  
For the Wichita Intervention Program  
R.F.P. #FP800097

I would like to thank The City of Wichita in advance for your consideration in giving Smart Security and Investigations, Inc. (SSI) the opportunity to submit our proposal for Security Guard Service for the Wichita Intervention Program. Enclosed you will find a brief description of SSI, our philosophy of providing reliable dependable and professional services with excellence in customer service to the community. I look forward to meeting with City representatives to discuss how SSI, can continue to provide the best value, with the capacity, competence, and qualifications to meet your needs for Guard services.

Sincerely,



Bruce Reesman  
President/CEO, SSI, Inc.

#### Qualifications and Experience:

Smart Security Investigations, Inc. (SSI) is a local, woman owned, privately held corporation, which was incorporated in the State of Kansas in 2000. SSI carries the requisite insurance; any additional insurance requirements will be met and or exceeded upon award of the contract. SSI is a progressive and dedicated security and investigative company.

Our company is a twenty-four hour service agency with regularly established office hours. We have experience in working large and small events, providing security for a number of events at Century II and for Wichita Festivals, Inc., The Golf Warehouse, and currently for the Wichita Intervention Program, to list a few. SSI also provides citywide patrol services for a number of apartment complexes, as well as lock up for Sedgwick County Park. Smart Security has developed an excellent reputation and clients routinely compliment our officers for being personable and on their professionalism, appearance, and helpfulness.

SSI is comprised of 4 Licensed Private Investigators and 85 Security Officers, with the ability to expand our force to meet any need. All our force has obtained the appropriate permits, training, and certifications. We have officers at the Basic, Advanced, and Firearm Permit levels. At SSI we thoroughly screen, interview, and train our officers. We utilize Equal Employment Opportunity practices, and so state in all our advertisements for positions. SSI takes a unique approach in uniforms by avoiding the traditional (often ill fitting) uniform, favoring a business casual "soft" uniform or professional dress in black/gray suit and tie.

Officers are trained on post assignments. The post orders are kept readily available for review. The post orders that we currently use for the Wichita Intervention Program are enclosed for your review. Additionally, supervisors and managers conduct random post checks, without notice, to assure officers are maintaining the high company standards and are knowledgeable of their duty assignments. Daily activity reports are written and submitted for your review. Officers are responsible to complete any necessary incident reports prior to completion of his/her shift.

Officers receive, at a minimum, the following training on a quarterly basis:

- Effective communications
- Crowd control techniques
- Customer oriented service
- Force and restraint techniques
- Emergency Procedures (fire, medical, natural)
- Public Relations
- Report Writing
- Hand held metal detector and physical search techniques

#### References:

Wichita Festivals Inc.	Kathryn Ewing	Phone: 267-2817
Margarita's Cantina	Don Overstake	Phone: 682-2299
Wichita Intervention Program	Marc Haden	Phone: 773-5700
Golf Warehouse	Marie Dailey	Phone: 838-5551
Court Probation	Margie Studemine	Phone: 268-4438
Pepsi	Debbie Minnette	Phone: 529-9732
Save A Lot	James	Phone: 681-0685

Security Officers will be posted on time with equipment checked and sign in procedures initiated at 4:00 pm. A security supervisor or SSI senior staff will be on site and working for the entire check in procedure. Security officer responsibilities will include, but not be limited to: checking all participants baggage and persons for contra ban, assigning rooms to participants, monitoring all activities and movements of participants, assuring all equipment is present or accounted for, visible deterrent, maintain order, respond to emergencies, public relations, subdue belligerent or combative persons, report writing, properly secure the equipment upon conclusion of the shift, and all general security duties for protection of the staff and facility.

#### Check In (4pm-6pm)

5 officers will be posted at check in, 2 female officers and 3 male officers with one being a supervisor. Officers responsibilities will include but not be limited to; Monitor and log entry of all participants, Physical searches of all participants baggage and persons, room assignments, directing and escorting visitors and follow all instructions of the program director.

#### Security Staffing (24 hours per day)

Monitor and log entry and exit of all personnel, escorting visitors, escort all participants to and from class, lunch, breakfast, dinner and breaks.

**Supervisor (Unannounced)**

Supervise check in procedure, conduct un announced post checks and conduct training of all security officers.

All SSI officers will be polite and courteous at all times and exercise good judgment in all situations. SSI officers will be neatly and appropriately dressed in the requested uniform, photo ID badge, black belt, and shoes. Officers will be equipped with two-way radio and/or cell phone if allowed by contract. Officers will have notebook and pen, and may have flashlight and handcuffs if required by contract.

In case of any emergency, the officer will take appropriate action and summon necessary assistance to protect patrons and property. Officers will submit detailed written reports as situation dictates. SSI officers will remain on duty assignments until relieved, dismissed, or event concluded and appropriate reports are completed.

**Services for this bid are charged at:**

**Security Officer, \$13.38 per hour**

**Supervisor \$15.12 per hour**

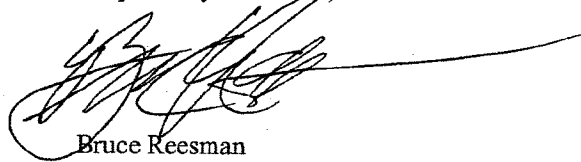
Security Officers will receive \$7.50-\$9.00 per hour pay and benefits.

Supervisor will receive \$9.50-\$11.50 per hour in pay and benefits.

Pay will be increased depending on experience, performance, and cost of living.

SSI prides itself on providing the most reliable service and giving the best value in Security in the Wichita metro area. We have raised the standards and continue to rise to the top based on the screening, interviewing, training, accountability, and supervision we provide. Our officers are valued and that shows in the way that they treat the public. We promise to provide the contracted services with the utmost diligence and professionalism. We will provide all personnel and issued equipment necessary to perform the duties required for all services. We look forward to meeting with City officials to discuss the mutual benefits of SSI continuing to provide Security Services for the Wichita Intervention Program.

Respectfully submitted,



Bruce Reesman  
President/CEO

Smart Security & Investigations, INC.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) 9/3/2008	
<b>PRODUCER</b> (800) 563-1871 FAX: (785) 825-5098 Sunflower Insurance Group, Inc. 217 S. Santa Fe P.O. Box 1213 Salina KS 67402-1213				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> Smart Security and Investigations, Inc. 626 N Broadway, Ste D Wichita KS 67214				<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Scottsdale Insurance INSURER B: Continental Western Ins. INSURER C: INSURER D: INSURER E:		<b>NAIC #</b>	
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BCS0017945	8/27/2008	8/27/2009	EACH OCCURRENCE \$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
						MED EXP (Any one person) \$ excluded	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC151501252004	4/30/2008	4/30/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
A		OTHER Professional Liab	BCS0017945	8/27/2008	8/27/2009	Each Occurrence 1,000,000 Aggregate 2,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							

<b>CERTIFICATE HOLDER</b> Court Probation WIP Margie or Jennifer 455 N. Main City Building 2nd Floor Wichita, KS 67202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jill Gardner/JGARDN <i>Jill Gardner</i>
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( ) Published in The Wichita Eagle, Tuesday, November 4, 2008

**REQUEST FOR PROPOSAL NO. – FP800097**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., MONDAY, NOVEMBER 17, 2008.** **One (1) original and ten (10) copies of the proposal are required.** Envelopes must be marked "**Request for Proposal FP800097**" and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

**MUNICIPAL COURT DEPARTMENT/PROBATION DIVISION**

**GUARD SERVICE FOR THE WICHITA INTERVENTION PROGRAM**

**AS PER SPECIFICATIONS**

**F.O.B.: Wichita, KS**

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <http://ep.wichita.gov>.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Monday, November 17, 2008.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas, on the 31st day of October, 2008.

Melinda A. Walker  
Purchasing Manager



## REQUEST FOR PROPOSAL

For

### WICHITA INTERVENTION PROGRAM GUARD SERVICES

#### I. Introduction:

The City of Wichita is soliciting proposals from qualified vendors to provide guard services for the Wichita Intervention Program.

To be considered, one (1) original and ten (10) copies of the proposal must be submitted to the Purchasing Manager by 3:00 p.m., Monday, November 17, 2008. An authorized signature (person with the authority to obligate the firm) must be on the proposal cover. Additionally, the proposer must list the name of the official contact person, company name, telephone number and mailing address in the proposal.

Submission of a proposal indicates acceptance by the vendor of the conditions contained in the RFP and agreement to enter into a contract. The City of Wichita reserves the right to accept or reject any or all proposals submitted and to retain all proposals or any ideas submitted in a proposal, regardless of whether a proposal is selected.

At the discretion of the City or the selection committee, firms submitting proposals may be requested to make an oral presentation as part of the evaluation process. During this process, the City may request additional information or clarifications from proposers, or allow corrections of errors or omissions. The City reserves the right to make an award on the basis of greatest benefits to the City and not necessarily on the lowest price.

#### II. Terms

The successful bidder will be required to enter into a formal contract with the City of Wichita for a period of one (1) year with an option to renew the contract under the same terms and conditions for an additional one (1) or two (2) successive one-year periods by mutual agreement of both parties. This contract will be subject to cancellation upon thirty (30) days written notice by the City of Wichita. The successful bidder must also agree to comply with the Non-Discrimination and Equal Employment Opportunity Statement.

#### III. Background

The Wichita Municipal Court operates a weekend program for first offense drunk drivers. The Probation Office Supervisor manages the Wichita Intervention Program (WIP) and the guards

assigned to the program. The WIP instructor provides direction to the guards during the weekend.

Offenders begin checking in at an area motel about 4:30 on Friday evenings. Security staff does pat searches of the participants and check their luggage. Participants are then escorted to their rooms by security guards. When class starts (about 6:00 p.m.), guards remain in the back of the classroom. They provide assistance to the instructor while class is in session. This may include getting additional supplies for class activities or escorting participants to another part of the motel. During breaks, one guard is always with the group. After class (about 10:00 p.m.), the instructor leaves for the evening.

At least two guards, one male and one female, remain with the participants through the night. They supervise leisure activity and make sure no unauthorized visitors are admitted. At 11:00 p.m. the participants must be in their rooms where they stay until morning. The guards perform regular room checks through the night. The next morning guards wake the participants, see that they get breakfast and have them back in the classroom by 8:30 a.m.

Duties for the rest of the weekend are similar to the Friday evening/Saturday morning assignments. The program concludes on Sunday evening at 5:30 p.m. The program operates nearly every weekend of the year.

#### IV. Scope of Service

- The same guards should be used each weekend and trained back-up guards must be available. Five guards (three males, two females) should be on duty when participants check-in Friday evenings. One of the five guards must be a supervisor. At 6:30 p.m. three guards may leave (two male, one female). One experienced male and female guards will remain on duty until Sunday at 5:30 p.m.
- At least one guard should be present at all times and be able to interpret and speak Spanish and English during the Spanish Wichita Intervention Program.
- Guards must demonstrate above average human relations skills. A friendly but firm approach is desirable. Guards who prove unsatisfactory will be replaced by the following weekend. Examples of unsatisfactory conduct are treating participants with contempt, playing counselor and fraternizing. Upon the request of the Probation Officer Supervisor, the contractor will replace any security guard whose performance has not been satisfactory.
- A supervisor must make an unannounced site inspection each weekend. A record of such inspections must be available to the court.
- Unruly or intoxicated participants will be escorted from the premises.
- Perform regular bed checks through the night.

- Report the possession of contraband or intoxicated behavior to the instructor. Assist the instructor with setting up the classroom.
- A professional appearance is expected. Guards should dress in company sport coats and tie. No radios, tape players, etc. are permitted at the worksite.
- A guard supervisor must be available at any time of the day or night, to resolve staffing problems.

## V. Proposal Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of vendors to provide services specified and the proposed approach that best meets these requirements. The vendor is encouraged to present alternative solutions to this RFP, but at a minimum, the proposal should contain the following:

### A. Qualifications and Experience

The proposal should identify a clear description of your company: name, address, and hours of operation, location and size of the firm that will provide the services. The security company must have prior experience in providing guard services. The vendor must fully describe its experience in providing services as it relates to this proposal. The number of employees and nature of the staff to be used and their training should be included in the proposal.

### B. References

The proposal should include references from at least three businesses or clients in which a similar service has been provided that we may contact. Please include the name of a person whom we can contact and a phone number.

### C. Pricing/Cost

The estimated annual number of guard hours required for the WIP program is 2, 800. Please identify an hourly cost per employee.

### D. Additional Pertinent Information

Firms submitting proposals must be licensed per the attached City Ordinances and all guards must be cleared through the Wichita Police Department Records Section. Vendors are to provide a certificate of insurance and include any other pertinent information that would demonstrate their qualifications and ability to provide services related to this proposal.

## VI. Evaluation Criteria

1. The ability to meet or exceed all requirements listed in the scope of services
2. Qualifications & Experience
3. References
4. Cost/Pricing

626 N. Broadway Suite D  
Wichita, Kansas 67214  
Office 316-264-1177  
Fax 316-264-1199  
Toll Free 877-388-1177

Smart Security & Investigations Inc.



November 10, 2008

City of Wichita  
Purchasing Manager  
City Hall, 12<sup>th</sup> Floor  
455 N. Main  
Wichita, Kansas 67202

*Re: Request for proposal of Services, Municipal Court*  
*Department/Probation Division, Guard Services*  
*For the Wichita Intervention Program*  
R.F.P. #FP800097

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Sincerely,

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Bruce Reesman  
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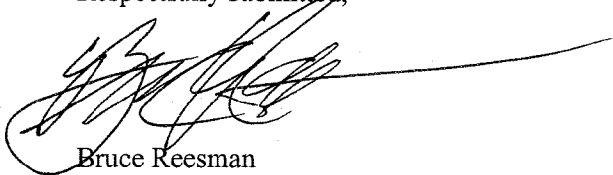
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Respectfully submitted,

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Bruce Reesman  
President/CEO

Smart Security & Investigations, INC.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/3/2008
PRODUCER (800) 563-1871 FAX: (785) 825-5098 Sunflower Insurance Group, Inc. 217 S. Santa Fe P.O. Box 1213 Salina KS 67402-1213		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Smart Security and Investigations, Inc. 626 N Broadway, Ste D Wichita KS 67214		
		INSURERS AFFORDING COVERAGE
		INSURER A: Scottsdale Insurance
		INSURER B: Continental Western Ins.
		INSURER C:
		INSURER D:
		INSURER E:

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BCS0017945	8/27/2008	8/27/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ excluded
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC151501252004	4/30/2008	4/30/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Professional Liab	BCS0017945	8/27/2008	8/27/2009	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

#### CERTIFICATE HOLDER

Court Probation WIP  
 Margie or Jennifer  
 455 N. Main  
 City Building 2nd Floor  
 Wichita, KS 67202

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Jill Gardner/JGARDN

*Jill Gardner*

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** Contract for Wichita Intervention Program Guard Services

**INITIATED BY:** Municipal Court

**AGENDA:** Consent

---

**Recommendation:** Approve the contract.

**Background:** Kansas Law requires defendants convicted of a first Driving Under the Influence (DUI) offense to be incarcerated for forty-eight hours and attend alcohol intervention/education classes. In 1984, Municipal Court established the Wichita Intervention Program (WIP) that combined both aspects in a setting outside of jail. Participants stay in a designated facility that provides lodging, meals and classroom space for program participants from Friday evening until Sunday afternoon. A trained facilitator conducts the alcohol intervention/education classes and security guards provide 24 hours supervision to maintain a “confined” environment.

**Analysis:** A Request for Proposals (RFP) was developed seeking contractors that could provide security guard services two nights (Friday and Saturday) and one half day on Sundays for an average of forty participants per week-end. The security guards provide supervision on a continuous basis as well as perform pat searches, sort through the participants’ luggage, prohibit uninvited visitors and perform hourly bed checks. The RFP was sent to companies in the Wichita area, was published in The Wichita Eagle and posted on the City’s EProcurement site. One company responded. A selection committee reviewed and evaluated the response, and found the proposal submitted by Smart Security and Investigations, Inc. met the requirements of the request for proposal. Smart Security has provided the security guard services for the WIP program for the past three years in a professional manner. There was a minimal increase in the hourly rate from the past three year contract period, including an escalation clause not to exceed 1.5% annual cap effective at the beginning of each yearly option renewal.

**Financial Considerations:** The Wichita Intervention Program (WIP) is funded from the General Fund; however, all costs are offset entirely by revenues generated from participant fees. Two hundred fifty dollars (\$250.) is collected per participant prior to attendance and offsets the costs of all aspects of the WIP program; the hotel facility, guard service, facilitators, speakers and administration costs.

In response to the Request for Proposal (RFP), the proposed guard contractor submitted an hourly rate of \$13.00 per guard hour and \$14.68 per hour for the guard supervisor and includes an escalation clause not to exceed 1.5% annual cap effective at the beginning of each yearly option renewal. The 2009 Adopted Budget includes \$62,770 and is sufficient to provide the security guard services.

**Goal Impact:** The Wichita Intervention Program helps make Wichita a safe a secure community by providing incarceration, intervention, and education to defendants convicted of Driving Under the Influence.

**Legal Considerations:** The contract has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended the City Council approve the contract with Smart Security and Investigations, Inc. and authorize the necessary signatures.

**Attachments:** Contract and associated exhibits.



Exhibit C

**REQUEST FOR PROPOSAL NO. – FP800095**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., TUESDAY, NOVEMBER 18, 2008.** **One (1) original and six (6) copies of the proposal are required.** Envelopes must be marked **"Request for Proposal FP800095"** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

**MUNICIPAL COURT DEPARTMENT/PROBATION DIVISION**

Wichita Intervention Program Facility

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <http://ep.wichita.gov>.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Tuesday, November 18, 2008.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas, on the 29<sup>th</sup> day of October, 2008.

Melinda A. Walker  
Purchasing Manager

## NOTICE...NOTICE...NOTICE

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

#### AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.
2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:
  - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
  - b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
  - c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
  - d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
  - e. EXEMPTED from these requirements are:
    - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
    - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
    - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
  - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.
4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.
5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

**NOTE:** You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <http://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4508.

**CITY OF WICHITA, KANSAS**  
**REQUEST FOR PROPOSAL**  
**ON**  
**WICHITA INTERVENTION PROGRAM FACILITY**

**I. INTRODUCTION**

In 1984, the Court developed the Wichita Intervention Program (WIP); an innovative program designed to provide education and short-term incarceration for first time Driving Under the Influence (DUI) offenders. The intervention program is under the direction of the Municipal Court Administrator through assignment to the Probation Office.

Participants in the program are in the designated facility for a minimum of 48 hours and receive 20 hours of education related to DUI's that is held on weekends from Friday evening to Sunday evening. This program satisfies the minimum requirements for incarceration and education for the first time DUI offenders.

**II. TERMS OF CONTRACT**

The initial term of the agreement shall be for one (1) year, with an option to renew for one (1) or two (2) additional one (1) year terms by mutual agreement of both parties. The initial term of the agreement will begin **January 2, 2009 and end December 31, 2009**. During this period, the agreement may be canceled by either party by providing thirty (30) days written notice.

**III. BACKGROUND**

Two types of groups attend the Wichita Intervention Program. The "diversion group" is first offenders who have been accepted for the DUI Diversion Program. The "confined group" is those who have been sentenced as first offenders. All attendees are required to stay in the facility until the 48 hour program is completed. The Program is also offered in Spanish.

A facilitator and guest speakers provide the education. The content of the programs is the same for both groups; however, the confined group is in custody and the diversion group is not. A minimum of two security guards is present during the entire weekend. Participants stay in the designated facility from 5 PM Friday evening until 5 PM Sunday evening.

There are 20 to 40 participants in the program on each scheduled weekend. The average number is usually around 36. The program is held almost every weekend of the year. The designated facility provides meals, lodging and a meeting room for participants during the weekend.

6. The evaluation team may require an on-site visit of your facilities

During the evaluation process, the City of Wichita reserves the right, where it may serve the City's best interests, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to retain any ideas in a proposal regardless of whether a proposal is selected. Submissions of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposal.

## VII. PROPOSAL REQUIREMENTS

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of vendors to provide services specified herein for the City of Wichita. There is no expressed or implied obligation for the City of Wichita to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. To be considered, one (1) original and six (6) copies of the proposal must be received by the Purchasing Manager by **3:00 P.M. on TUESDAY, NOVEMBER 18, 2008**. Proposals may be submitted in person or by mail addressed to:

Melinda Walker  
Purchasing Manager  
12<sup>th</sup> Floor, City Hall  
455 N. Main  
Wichita, KS. 67202

Envelopes must be marked "FP800095 – Wichita Intervention Program Facility."

Questions about the RFP process should be directed to:

Lexie Karas, Buyer, (316) 268-4429, [lkaras@wichita.gov](mailto:lkaras@wichita.gov)

Questions about the details or contents of this RFP should be directed to:

Margie Studemine  
Municipal Court Chief Probation Officer  
City Hall  
455 N. Main – 2<sup>nd</sup> Floor  
Wichita KS 67202  
(316) 268-4582

The deadline for questions about RFP details/contents is November 10, 2008 at 5:00 p.m.

## I. PROPOSAL SUBMISSION REQUIREMENTS

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of firms seeking to provide comprehensive services specified herein for the City of Wichita, in conformity with the requirements of this Request For Proposal. The proposal should demonstrate qualifications of the firm and the staff to undertake this project. It should also specify the proposed approach that best meets the Request For Proposal requirements. The proposer must address each of the service specifications under the Scope of Services.

### Mandatory Elements

1. One (1) original and six (6) copies of the proposal must be submitted to the following address no later than **3:00 P.M. on TUESDAY, NOVEMBER 18, 2008:**

City of Wichita, Purchasing Manager  
12<sup>th</sup> Floor, 455 N Main  
Wichita, KS 67202

2. All proposals must be submitted on 8 ½" X 11" white paper (no legal size or odd size pages are permitted) and fully address the Scope of Services.
3. The proposal must include the signature of an official of the firm that is authorized to contract for the firm. The proposal must contain: contact person name and title; name of firm; address of firm; telephone number of contact person; fax number of firm and email address of contact person.
4. Certification 1-The Consultant hereby certifies that:
  - A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.
  - B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
  - C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
5. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

- (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

Proposals and firms will be evaluated based on the following criteria. If the respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified.

A. Mandatory Elements

1. The proposal identifies the firm fully, its name, telephone, address and locations, identifies the location from which the services will be provided, and identifies the principal of the firm that will be responsible for the services.
2. The firm or any officer of the firm does not have a conflict of interest with the City of Wichita, the City's current Council members or senior staff members.
3. The firm maintains a verifiable record of professionalism and quality and has demonstrated accessibility and responsiveness to the client.

B. Project Understanding and Presentation

4. Understanding of project objectives.
5. Approaches to the project and knowledge of the local situation.
6. Preparation, presentation and format.

C. Technical Qualifications

7. The firm has demonstrated experience and expertise in the industry and experience with similar projects.
8. The quality of professional staff assigned and adequacy of resources.
9. Provides examples of work product similar to that, which is being requested.
10. EBE/DBE Participation and/or Subcontracting/Joint Ventures.

D. Approach

11. The ability of the firm to provide services within the required timeframes.
12. The efficacy and comprehensiveness of services offered are relevant to the project.
13. Proposed fees.

Cost will not be the sole criteria for selection of a firm.

### III. THE SELECTION PROCESS

The City of Wichita reserves the right to accept or reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in the Request for Proposal (RFP) and an agreement to negotiate a contract for services. The City reserves the right to make an award on the basis of greatest benefit to the City and is not obligated to select the lowest cost option.

A Selection Committee will review the proposals and interview the selected candidate firms. The Selection Committee will make a recommendation to the City Council for a firm to request the authorization to negotiate a contract for services in a not-to-exceed amount.

### IV. KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Bidders should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the

## GENERAL SPECIFICATIONS

### PROPOSAL FORMS

All proposals MUST be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, must be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

### CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

### LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

### CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

### EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

### ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

### ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

### CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors MUST contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

### RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

### FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

### ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

### CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of it's purchases. No additional changes will be allowed for using the card.

### DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

### AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.

Exhibit D

# BEST WESTERN AIRPORT INN & CONFERENCE CENTER

6815 W. KELLOGG

WICHITA, KS 67209

Phone (316) 942-5600 Reservation (888) 942-5666

FAX (316) 943-1549

## Fax

To: Kay Gales From: Kim MadisonFax #: 268 4249 Date 2-17-09Phone #: \_\_\_\_\_ Page: 1 of 3

Ref: \_\_\_\_\_ cc: \_\_\_\_\_

☐ Urgent ☐ For Review ☐ Please comment ☐ Please Reply ☐ Please Recycle

BEST WESTERN AIRPORT INN & CONFERENCE CENTER  
THE FINEST, FRIENDLIEST HOTEL AT THE BEST POSSIBLE PRICES.



**INVOICE**  
**BEST WESTERN AIRPORT INN**  
**6815 W. KELLOGG**  
**WICHITA, KS. 67209**  
**316-942-5600**

**ACCOUNT:** 2055

**CUSTOMER NAME:** CITY OF WICHITA - WIP  
KAY  
455 N. MAIN - 2ND FLOOR  
WICHITA, KS. 67202

<b>QTY</b>	<b>NEW PRICING QUOTE PER ROOM PER NIGHT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	<b>GUEST ROOM</b>	<b>\$50.00</b>	
	<b>GUEST ROOM TAX</b>	<b>\$3.00</b>	
		<b>SUBTOTAL</b>	<b>\$53.00</b>
		<b>SALES TAX</b>	<b>EXEMPT</b>
		<b>TOTAL</b>	<b>\$53.00</b>

**INVOICE**  
**BEST WESTERN AIRPORT INN**  
**6815 W. KELLOGG**  
**WICHITA, KS. 67209**  
**316-942-5600**

**ACCOUNT:** 2055

**CUSTOMER NAME:** CITY OF WICHITA - WIP  
KAY  
455 N. MAIN - 2ND FLOOR  
WICHITA, KS. 67202

<b>QTY</b>	<b>NEW PRICING QUOTE PER PERSON</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	BREAKFAST - SAT & SUN	\$5.75	
	LUNCH - SAT	\$7.20	
	DINNER - SAT	\$10.74	
	LUNCH - SUN	\$13.28	
	URNS OF COFFEE	\$31.86	
	1/2 URN OF COFFEE	\$15.93	
	<b>SUBTOTAL</b>		\$0.00
	<b>SALES TAX</b>		EXEMPT
	<b>TOTAL</b>		\$0.00

Exhibit E



Best Western  
Airport Inn

November 11<sup>th</sup>, 2008

Melinda Walker  
Purchasing Manager  
12<sup>th</sup> Floor, City Hall  
455 N. Main  
Wichita, KS 67202

## Proposal

Wichita Intervention Program Facility  
Request for Proposal FP800095

Dear Ms Walker:

We respectfully submit a proposal for the January 2nd, 2009 through December 31st, 2009 Wichita Intervention Program. Since November of 2002 we have served as the facility for the WIP program and have enjoyed our working relationship with the City of Wichita. We hope to continue our relationship into the coming year.

**A. Qualifications and Experience:** Here at the Best Western Airport Inn & Conference Center we strive to provide the highest level of customer service. We are located at 6815 W. Kellogg, Wichita, KS 67209 and are a full service facility. With close to 5000 SQ FT of banquet facilities and a courtyard that is approximately 17,600 SQ FT we can accommodate all of requirements for the WIP program. Our courtyard has video games, pool tables, ping pong tables, air hockey, shuffle board, and a putting green. We have 130 oversized and well appointed guest rooms. Our staff averages in number from 60 to 70 depending on the season. We have a very low turn over in staffing and the majority of our staff has been with us for 4 to 6 years. The staff is experienced, stable, and reliable.

We have Department managers for Maintenance, Ron Luhman (11 years seniority), Housekeeping, Nena Chavez (11 years seniority), Sales, Kent Mix (3 years seniority), and Front Office, Jennifer Troxel (6 years seniority). Our Food and Beverage department is managed by David and Donna Foster.

6815 West Kellogg  
Wichita, Kansas 67209  
For Reservations Call 888-942-5666

THE WORLD'S LARGEST HOTEL CHAIN®

Each Best Western hotel is independently owned and operated

They have over 20 years of food and beverage experience and have managed our Food and Beverage department for almost 2 years. The ages of our management staff vary from 22 to 55 years of age. Our line employees have an average length of employment of 3 ½ years. We are an "Equal Opportunity Employer". My position as General Manager began in May of 2005. I came to the property with 8 years of full service hotel General Manager Experience and therefore understand the value of a continued relationship with the City of Wichita. I will be happy to provide you with a personal resume if you require additional information regarding my managerial skills.

Together, we have a team that will not only meet the needs of the WIP program but will strive to exceed your expectations. "Our Mission here at the Best Western Airport Inn & Conference Center is to provide our guests with the friendliest, finest, most valuably priced hotel in Wichita." Great Customer Service is the key to our success.

**B. Facilities:** As in the past, the Knights Banquet room will be utilized for check in and for classes. The Knights room can accommodate up to 40 people classroom style comfortably. If the need arises for a larger class, we have Regency ballrooms that can be utilized at no additional cost to the WIP program. The meals will be served in our enclosed Courtyard or in our First Flight Restaurant. Guest rooms will be blocked on the 2<sup>nd</sup> floor East Wing. As in the past, we will continue to store the WIP programs Audio Visual Equipment in our banquet storage area. We have free parking that surrounds our hotel allowing for ample parking. We are located on the frontage road off of Kellogg and Ridge Road in an area that is zoned commercial. We are **not within 750 feet** of a residential area.

**C. Quality and Pricing:** All of your special rates and pricing will remain the same. The costs are as follows:

Saturday and Sunday Hot Breakfast Buffet: \$6.20 per person inclusive  
Saturday Hot Lunch Buffet: \$8.20 per person inclusive  
Saturday Hot 1 Meat Dinner Buffet: \$11.74 per person inclusive  
Sunday Hot 2 Meat Lunch Buffet: \$15.28 per person inclusive  
Coffee Service: \$63.72 per urn inclusive  
Knights Room: No Charge  
Courtyard for Dining: No Charge  
Podium: No Charge

Marker Board/Dry Erase Board: No Charge  
All food items are sales tax exempt.

Guest Rooms: \$55.00 plus \$3.30 occupancy tax = \$58.30 per room.

\*\*\*We will block 20 rooms per scheduled event and will have additional rooms available if requested.

**D. References:** Because we have had such a good relationship for the past few years with the City of Wichita WIP program, we offer the following references:

Marc Haden – Instructor, City of Wichita WIP Program

Margie Studemine - Municipal Court Probation Office Supervisor

In addition we offer the following references:

Eagle Med, April 316- 613-4853

Berry Tractor, Sherri 316-943-4246

Air Products, Elaine 316-522-8181

Ms Walker, thank you for your past patronage with us here at the Best Western Airport Inn & Conference Center and for the opportunity to submit a bid for the coming year. We are hopeful that we will be able to continue working with the WIP program in 2009. It would be our pleasure to have the evaluation team visit our facility and have breakfast or lunch complimentary so that they can experience the level of service and food quality we offer. I would be happy to make an oral presentation to the evaluation team if requested. Please feel free to contact me if you have any questions or would like to schedule a site visit.

Sincerely,

A handwritten signature in cursive script that reads "Kim Madison".

Kim Madison  
General Manager

**City of Wichita  
City Council Meeting  
April 07, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Contract for Wichita Intervention Program Facility

**INITIATED BY:** Municipal Court

**AGENDA:** Consent

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**Recommendation:** Approve the contract.

**Background:** Kansas Law requires defendants convicted of a first Driving Under the Influence (DUI) offense to be incarcerated for forty-eight hours and attend alcohol intervention/education classes. In 1984, Municipal Court established the Wichita Intervention Program (WIP), which combined both aspects in a setting outside of jail. Participants stay in the designated facility from Friday evening until Sunday evening. A trained facilitator conducts alcohol education classes and security guards provide 24 hours supervision. The City has contracted with local hotels to provide lodging, classroom space, and meals for program participants.

**Analysis:** A Request for Proposal (RFP) was developed seeking facilities that could provide lodging for two nights (Friday and Saturday) for up to forty participants; breakfast, lunch, and dinner on Saturday and lunch on Sunday; and space to accommodate up to forty participants for lectures and other intervention presentations. The RFP was sent to 67 hotels and motels in the Wichita area, published in The Wichita Eagle and posted on E-Procurement. Three facilities responded. A selection committee reviewed and evaluated the proposals and BWAC, LLC. d/b/a/ Best Western Airport Inn and Conference Center, 6815 West Kellogg, was selected. The hotel offered the lowest cost; was able to meet the RFP requirements; as the current contractor has demonstrated quality customer service; and was able to meet the current WIP program schedule.

**Financial Considerations:** The Wichita Intervention Program is funded from the General Fund but all expenses are offset by revenues based on participant fees. The proposed contractor submitted a hotel fee for lodging/meals averaging \$96 per participant per weekend and represents the lowest fee submitted by the respondents to the request for proposal.

Historically, the Court has scheduled approximately 40 participants per weekend to attend the Wichita Intervention Program. However, over the past year the Program has received an increase in the number of referrals from Sedgwick County 18<sup>th</sup> Judicial District Court and other surrounding cities' municipal courts. To accommodate the increased number of participants attending the program, the Court is including an estimated increase in the number of weekend sessions held annually from forty (40) weekends to forty-six (46) weekends.

The 2009 Adopted budget includes \$161,500 for lodging and food. The proposed contract and additional sessions needed to accommodate participants attending the WIP will increase expenditures to \$164,155 with a three (3) per cent increase beginning the fourth renewal contract period. With approval of this contract, the increased General Fund costs will be incorporated in the revised 2009 budget. These additional expenditures will be offset by revenues based on participant fees collected prior to attending the program.

**Goal Impact:** The Wichita Intervention Program provides alcohol intervention and education to Driving Under the Influence offenders that enhances public safety and helps make Wichita a safe and secure community.

**Legal Considerations:** The contract has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the contract and authorize the necessary signatures.

**Attachments:** Contract and associated exhibits.

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Aquifer Storage and Recovery Phase II – Process Control and Supervisory Control and Data Acquisition - Supplemental Agreement

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Supplemental Agreement No. 1 with CH2M Hill to complete the Professional Services Agreement for Process Control and Supervisory Control and Data Acquisition System (SCADA) for Phase II of the Aquifer Storage and Recovery Project.

**Background:** On July 10, 2007, the City Council approved and instructed Staff to proceed with the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR) Project. On July 1, 2008, City Council approved the Professional Services Agreement with CH2M Hill for 30-percent design services for the Process Control and SCADA system.

**Analysis:** Requests for Proposals were issued for engineering services for five projects associated with Phase II of the ASR Project, including the design of twenty-six (26) recharge recovery wells. The Request for Proposals specified that the initial engineering services Agreement would be for a 30-percent design. The Staff Screening and Selection Committee met on March 28, 2008, reviewed the information in the proposals and heard presentations from CH2M Hill, Black & Veatch and CDM. On the basis of price and quality of the proposal, CH2M Hill was selected.

The 30-percent design has been completed and Staff has determined that the project will proceed as a conventional design-bid-build project. This Supplemental Agreement authorizes CH2M Hill to complete the design of the Process Control and SCADA system and provide bidding services.

**Financial Considerations:** The estimated cost for the final design and bidding services is \$1,405,589. Funding for these services is available in CIP W-549, Water Supply Plan, which has adequate funding available.

**Goal Impact:** The project will help ensure efficient infrastructure by providing for the development of future water supplies.

**Legal Considerations:** The Supplemental Agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council: 1) approve the Supplemental Agreement; and 2) authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1 with CH2M Hill



SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

CH2M HILL, INC. HEREINAFTER CALLED "DESIGNER"

FOR

FINAL DESIGN AND BIDDING SERVICES FOR PROCESS CONTROL AND  
SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM – ASSOCIATED WITH  
THE INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

**WITNESSETH:**

WHEREAS, there now exists an agreement between the two parties covering preliminary design services for the Process Control (PC) and Supervisory Control and Data Acquisition (SCADA) System to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the DESIGNER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

DESIGNER shall perform Final Design and Bidding Services as described in Exhibit A, Scope of Services. The estimated budget for these services is summarized in Exhibit B.

**B. PAYMENT PROVISIONS**

Payment to the DESIGNER for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. PROJECT SCHEDULE

The project schedule for these services is summarized in Exhibit C.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement No. 1 as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009.

CITY OF WICHITA

By: \_\_\_\_\_  
Carl Brewer, Mayor

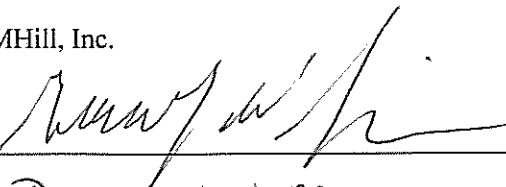
ATTEST:

By: \_\_\_\_\_  
Pat Burnett, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Gary Rebenstorf, Director of Law

CH2 Mhill, Inc.

By:  \_\_\_\_\_  
Title: Designated Manager



**Exhibit A – Scope of Services  
for  
Supplemental Agreement No. 1  
to the  
Agreement for Professional Design Services  
Design Services Agreement  
City of Wichita ASR Program – Phase II Projects  
Dated July 1, 2008  
For  
Final Design and Bidding Services for Process Control and Supervisory  
Control and Data Acquisition System**

## **Exhibit A**

### **SCOPE OF SERVICES FOR PROCESS CONTROL AND SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FINAL DESIGN PHASE AND BID PHASE SERVICES**

#### **Introduction**

The Agreement for Professional Design Services, Design Services Agreement, City of Wichita ASR Program – Phase II Projects, and dated July 1, 2008 for Preliminary Design of Process Control and Supervisory Control and Data Acquisition System is amended to include the professional services required for CH2M HILL , INC. (CH2M HILL ) to prepare final design Contract Documents and to provide technical support during the Bid Phase for the Process Control and Supervisory Control and Data Acquisition (PC/S) System Project.

#### **General Assumptions**

The overall objective of this project is to prepare a final design and Bidding Documents, assist the City of Wichita (CITY) with construction contracting bidding, and provide a set of conformed construction documents for the PC/S System for the Aquifer Storage and Recovery (ASR) Phase II Program and the telemetry system for all ASR Phase II facilities, including existing remote sites and new remote sites.

The PC/S System final design will be conducted as a series of tasks as described below. Each task includes a specific list of activities and deliverables. The following key assumptions were made in the compilation of this scope of work and the associated fee estimate.

1. Total project schedule for completing the PC/S final design is approximately thirteen months following authorization to proceed to be issued by the CITY. It is recognized that some of the other Program Projects' design phases may finish earlier or later. Should these other projects delay the completion of the PC/S Final Design, the City will, if required, amend the PC/S Project contract and increase the fee and schedule to cover the additional costs incurred by CH2M HILL.
2. Certain aspects of the PC/S System design are to be provided by other Program Projects as defined in the Implementation Matrix included as Appendix 1 to this Scope of Work.
3. Where references are made to communicating with, receiving documents from, or providing deliverables or other documents to other ASR Phase II Project Teams, it is understood these communications will be through the ASR Program Manager.
4. The CH2M HILL Project Team (CH2M HILL) will provide input to all ASR Phase II Project Design Consultants such that the PC/S System design for the ASR Phase II Program is consistent, compatible, and

operational as a single system throughout the ASR Program Phase II Projects. To achieve this objective:

- 4.1. Review documents shall be provided by other ASR Program Projects as noted in the following scope of work.
- 4.2. CH2M HILL shall be allotted a minimum of ten (10) working days for review of Program Project documents provided for design coordination or to be reviewed for conformance with overall PC/S System design criteria.
5. City (CITY) and Program Management staff will be available for workshops as needed to address topics relevant to their areas of expertise or responsibility.
6. Access will be provided to City-owned sites for engineering investigations for the days when these visits are scheduled.
7. Surveying services will not be required and locations of all new facilities will be based on the base maps provided by the CITY.
8. Geotechnical investigations will not be required. Geotechnical reports will be provided by the CITY for PC/S design where geotechnical information is required.
9. Timely review of documents submitted for review will be provided. For scheduling, the CITY review period is assumed to be fifteen (15) working days.
10. Design documents, studies, and other such documentation that may be available and useful for sites under study or in design or construction that will be incorporated in the project will be provided to CH2M HILL, and will be in electronic format when available in such format; i.e., native or archive file format.
11. Easements, land acquisitions, and associated negotiations are not included in this scope of work.
12. With the exception of the 90% design submittal review by the CITY, the project team will continue to work during progress submittals and reviews.
13. Support services for work such as public involvement will be provided as needed up to the amount included in the fee budget for these services.
14. Microstation software will be used to develop drawings following CH2M HILL standards. At the conclusion of the project, the electronic drawing files will be provided in AutoCAD format for the CITY's records.
15. Network diagrams will be developed using Microsoft Visio software and Microsoft Visio Network Templates and converted to AutoCAD drawings for inclusion in the bidding documents.

- 15.1. Ethernet internet protocol (IP) addresses will be documented on the Visio network diagrams.
- 15.2. Any desired modifications to standard Visio templates will be provided by the CITY prior to commencing network drawings.
- 15.3. Drawings with IP addressing will be treated as security sensitive documents, maintained in secure files and transmitted by a secure means as jointly agreed with the CITY.
- 15.4. Final network drawings to be delivered as AutoCad files will be scrubbed of IP addresses before conversion to AutoCad.
- 15.5. Electronic Visio files will be provided to the City for use in network maintenance and support.
16. Interim deliverables, including 60% and 90% complete work products will be provided electronically in Adobe Acrobat PDF format. File formats shall be such that the end user can plot drawings in either full size or half size.
17. Final Deliverables will be provided in one draft and one final version with 5 hard copies and 1 Adobe Acrobat PDF format electronic copy per version. Drawings and graphics will be provided as:
  - 17.1. One unbound set of half-size (11" x 17") copy ready drawings
  - 17.2. Up to twenty five (25) 11" x 17" bound copies of original plots
  - 17.3. Two copies of electronic design file (on compact disc) corresponding exactly to each plot. Sheet files and reference files will be properly named. Reference files will be attached to their respective sheet file.
  - 17.4. One full size 22" x 34" plot of drawings on 40# opaque bond paper. Full size plots will only be provided for final versions of Project Manual and Conformed Construction Documents.
18. Specifications will be prepared following ASR Program Guidelines (Chapter 8 with addendums number one and two) with the following exception:
  - 18.1. CH2M HILL's electronic master specifications and formats shall be used for specifications content development.
19. The City shall provide contract forms and requirements, which CH2M HILL will conform to project requirements using track change mode of Microsoft Word.
20. Drawing counts and specification sections to be developed in the final design phase are based on the findings in the Preliminary Design Phase Report. Drawing list and specification section list assumed in development

of the scope of work and associated fee estimate are included in the appendices.

21. 60% cost opinion will be a Class 2 Opinion of Probable Construction Cost as described by the American Association of Cost Engineers (AACE) classifications.
22. 90% and 100% cost opinions will be Class 1 Opinion of Probable Construction Cost as described by the AACE classifications.

**TASK 1 – FINAL DESIGN PROJECT MANAGEMENT**

**Objective:** Establish and maintain effective communication and project scope, schedule, and budget control consistent with the final Program Management Plan provided separately by the Program Manager.

**Input:**

1. Program Management Plan.
2. CITY participation in approving Project Management Plan, workshops and meetings, effective communication, and timely decision-making. Review workshops will be conducted to receive CITY review comments on deliverables.
3. Preliminary design Project Management Plan.

**Activities:** CH2M HILL will perform the following activities:

1. ***Update Project Management Plan (PMP):*** The PMP prepared during preliminary design will be updated for final design phase work activities:
  - 1.1. Field Safety Instructions (FSI) will be reviewed and updated as needed to reflect work during final design.
  - 1.2. Project team instructions and work plans will be developed for direction of final design phase activities.
  - 1.3. Quality Management Plan will be updated for quality assurance/quality control (QA/QC) activities to be accomplished during final design.
  - 1.4. Procedure for managing security sensitive documents and electronic files.
2. ***Project Oversight***
  - 2.1. Plan, coordinate and oversee PC/S Project team activities.
  - 2.2. Participate in monthly Program Coordination meetings.
3. ***Progress Reporting and Invoicing:***
  - 3.1. Prepare monthly progress reports and invoices for submittal to Program Manager
4. ***Subconsulting Agreement Set Up and Administration;*** Subconsultant contracts will be established for:
  - 4.1. Microwave radio engineering services
  - 4.2. Site Investigations, Ethernet radio propagation services, and miscellaneous engineering support services.



**Deliverables:**

1. Project Management Plan including Field Safety Instructions, Quality Management Plan, Project Team Work Plan, and Document Control Procedures for security sensitive documents and electronic files.
2. Monthly Progress Status Reports.

**Other Assumptions:**

1. Thirteen coordination meetings in Wichita will be attended by the Project Manager and six by the Project Director.
2. Preliminary Design Phase PMP will be updated.
3. Two subconsultant agreements will be executed and administered.

**TASK 2 – CONTROL SYSTEM CONTRACTOR PREQUALIFICATION**

**Objective:** Develop control system contractor qualification criteria and assist CITY with advertising for contractor qualifications, evaluation of submittals and selection of a short list of qualified contractors.

**Input:** CITY ASR Design/Build Contractor Prequalification Resolution

**Activities:** CH2M HILL will perform the following activities:

1. ***Prepare Qualification Requirements***
  - 1.1. Develop draft qualification requirements to be included in the Request for Qualification (RFQ).
  - 1.2. Conduct a teleconference workshop with the CITY to review qualification requirements and receive CITY review comments.
  - 1.3. Prepare Final RFQ for CITY's use in advertising for Control System Contractors.
2. ***Advertise RFQ:*** Assist the CITY in advertisement of the RFQ including responding to requests for information.
3. ***Evaluate Proposals:***
  - 3.1. Evaluate proposals received against criteria and prepare a written summary of evaluations.
  - 3.2. Meet with CITY and determine list of qualified Control System Contractors.

**Other Assumptions:**

The proposal evaluation meeting will coincide with monthly program coordination meeting; otherwise a teleconference will be conducted.

**TASK 3 – PREPARE 60% DESIGN PACKAGE**

**Objective:** The objective of this task is to prepare a 60 percent complete work product for the ASR Phase II PC/S Project design. Individual work products may be more or less than 60% complete at conclusion of this task as described under the work scopes for each subtask. Percent completion will depend upon work sequencing and scheduling, and coordination with the overall ASR Phase II Program Project designs; however the overall PC/S Project design will be approximately 60% complete.

**Input:**

1. PC/S Preliminary Design Report (PDR)
2. Additional inputs as defined under the various activities in this task

**Subtasks:** The following subtasks are included for preparation of the ASR Phase II PC/S 60% work product.

- A. Wide area network design
- B. Ethernet radio system design
- C. PC/S design coordination with other ASR Project designs
- D. PC/S System network design and individual site design
- E. Supervisory Control System (Wonderware®) design
- F. Prepare 60% work product review package including an updated opinion of PC/S probable construction cost

**Subtask A –Wide Area Network Design**

**Objective:** Commence development of the final design of the microwave radio system and wide area network linking ASR Control Center at the Phase II Surface Water Treatment Plant (SWTP2), Phase I Surface Water Treatment Plant (SWTP1), Well Field Maintenance Shops and Main Water Treatment Plant (MWTP). Develop microwave design parameters.. Coordinate design with City Information Technology (IT) requirements and provide microwave design parameters to the CITY for the City Metropolitan Area Network (MAN) Project to accomplish detailed microwave radio system design;

**Input:**

1. Preliminary Design Report
2. City Information Technology network standards.
3. City MAN Project status, design standards, and coordinating requirements
4. Geotechnical reports for microwave tower locations at SWTP2, SWTP1, and existing Well Field Maintenance Shop sites.
5. Permitting requirements.

**Activities:** CH2M HILL will perform the following activities:

1. ***Detailed Design Investigations:***
  - 1.1. Coordinate with Building Services and City Information Technology (IT) to determine City MAN Project status, microwave design standards, reliability options, and coordinating requirements
  - 1.2. Establish location of microwave towers and radio rooms for the following locations. Conduct site visits and meet with CITY and other Projects to coordinate locations and layouts at:
    - 1.2.1. Phase I SWTP
    - 1.2.2. SWTP2
    - 1.2.3. Existing Well Field Maintenance Shops
    - 1.2.4. City Hall (radio room) or Cowskin Creek Water Quality Reclamation Facility (CCWQRF) identified as Sewage Treatment Plant 3 (STP3)

For the SWTP1, Existing Well Field Maintenance Shops, City Hall and STP3 determine if new radio room and/or network room structures required.

  - 1.3. Conduct a coordination workshop with City IT and determine design basis data rate
  - 1.4. Conduct a site examination and radio propagation analysis to determine required tower heights and microwave system design parameters.
  - 1.5. Perform a review of MAN microwave design to confirm that ASR requirements are met.
2. ***Frequency Coordination:*** Using results of radio propagation analysis conduct an initial frequency coordination for determining available frequencies to support the microwave system design parameters determined as a result of the previous activity, Detailed Design Investigations. Provide results of frequency coordination to CITY for final frequency coordination and FCC license application to be accomplished under the City MAN project.
3. ***Prepare Network Design for SCADA and Business Wide Area Networks***
  - 3.1. Conduct a workshop with City IT to determine design standards and requirements for business network.
  - 3.2. Prepare draft network design for SCADA and business networks
    - 3.2.1. Prepare two draft Microsoft Visio WAN Diagrams
    - 3.2.2. Prepare draft specifications for network switches, routers, racks and components.

- 3.3. Conduct a network design review workshop with Wichita Water Utilities (WWU) and City IT.
4. ***Perform a Review of WAN Design:*** Cisco model numbers and configurations shown on the Microsoft Visio WAN diagrams will be reviewed by a CH2M HILL Cisco Certified Internetwork Expert (CCIE) specializing in routing and switching, and security. A memorandum documenting the review and any recommended changes will be provided.

**Deliverables:**

1. Alternative tower location and radio room concept sketches
2. Meeting Minutes
3. Radio Propagation, System Parameter, and Installation Standards Report
4. Preliminary Frequency Coordination Report
5. Network and MAN microwave review memorandum

**Other Assumptions:**

1. Two CH2M HILL telemetry engineers will travel to Wichita for the coordination meeting with City IT and for radio path analyses. One engineer's trip will be in conjunction with Subtask B Ethernet Radio Design field investigations (Activities 1 -3).
2. Network design review workshop will coincide with other project workshops or Program coordination meetings. Separate travel will be required to Wichita for one CH2M HILL staff to attend one network design review workshop in Wichita.
3. The microwave radio design is based on analysis of a maximum of four microwave "hops;" 1) SWTP1 to Well Field Maintenance Shops, 2) Well Field Maintenance Shops to Cowskin Creek Water Quality Reclamation Facility also known as STP3; 3) STP3 or City Hall to SWTP2, and 4) SWTP2 to SWTP1.. If the radio topology is changed or the delivery approach changes (e.g., through coordination or integration with the City IT MAN Project), the scope, fee and schedule will be adjusted accordingly to reflect changes to CH2M HILL's costs.
4. The following sites are included in network design:  
SWTP1  
SWTP2 and ASR Control Center  
Well Field Maintenance Shops  
City Hall or STP3  
MWTP
5. Network design between the SWTP2 and the River Intake site will be accomplished by the Surface Water Treatment Plant and River Intake Project and is not included in this scope of work.
6. Network design will be based upon use of Cisco Systems equipment consistent with City standards and practices.

- 6.1. City will provide current standards or practices, as applicable, to CH2M HILL.
  - 6.2. City will provide City's standard specification requirements for network closets and network devices.
7. For the SWTP1, SWTP2 and Well Field Maintenance Shops the interface between the PC/S Project design and the CITY MAN Project design will be a network panel, or cable closet rack, to be located and designed by the PC/S Project.
  - 7.1. The CITY MAN Project will be responsible for the design of radio cabling between the radio tower antennas, outdoor microwave units where applicable, and the network panel or cable closet. The PC/S Project design will provide space for in network panels or cable closets for the CITY MAN Project indoor radio units based upon requirements provided by the CITY MAN Project.
  - 7.2. The PC/S Project will be responsible for design of supporting infrastructure for the microwave radios and data networks including racks and panels for indoor radio units and network devices; electrical power supply, conduit and cable tray other than specialty radio cabling, waveguides, and bridges noted above; and other site design necessary to provide connectivity and a suitable environment for microwave and network equipment.
8. For the STP3 and City Hall sites, the interface between the PC/S Project design and the CITY MAN Project design will be a network panel or cable closet, to be located and designed by the CITY MAN Project. The PC/S Project will be responsible for the design of network cabling between the CITY MAN Project network panel or cable closet and PC/S Project components. The CITY MAN Project design will provide space for PC/S Project Network routers and devices based upon requirements provided by the PC/S Project.
9. For all sites the CITY MAN Project will be responsible for microwave radio system design including radio towers and specification of radios, antennas, tower base enclosures where needed for equipment specific to the microwave radio system; radio cabling, waveguides, and bridges needed to provide connectivity between outdoor radio units and indoor radio units; and specialty appurtenances required for the microwave radio system.
10. The CITY MAN Project will be responsible all FCC license applications.
11. Radio Tower Conditional Use Permit application for the SWTP2 site will be included with the permit applications for the SWTP2 by the SWTP and River Intake Project.

**Subtask B –Ethernet Radio Design**

**Objective:** Commence development of the final design of the Ethernet radio system for communicating to wells, valve vaults, monitoring wells, and other SCADA connected ASR remote sites in the Equus Bed Well Field

**Input:**

1. Preliminary Design Report
2. Implementation schedule for remote sites and remote site locations from Pipelines, Recharge/Recovery Wells Project, and Overhead Power Lines Project.
3. Locations of all ASR Phase II remote sites to be connected by Ethernet Radio to the ASR PC/S System
4. Monitoring well locations and monitoring well data download requirements.

**Activities:** CH2M HILL will perform the following activities:

1. ***Monitoring Wells Radio Connectivity Evaluation:***
  - 1.1. Receive monitoring wells location and data download requirements from CITY.
  - 1.2. Conduct site investigations and evaluations to determine feasibility of Ethernet radio connectivity to the ASR PC/S System for periodic download, storage and retrieval of monitoring well data.
  - 1.3. Develop an evaluation, probable construction cost opinion and recommendation memorandum for connectivity of monitoring wells with ASR PC/S System.
  - 1.4. Present evaluation findings and recommendations to CITY in a teleconference to determine if monitoring wells are to be included with the PC/S System Ethernet Radio design.
2. ***Define Quantities and Locations of ASR Phase II Radio Connected Phase II Components:***
  - 2.1. Confirm ASR Phase II components to be connected to the ASR PC/S by radio telemetry, identify prospective radio tower locations, and determine redundancy requirements for sites critical to ASR system operation.
  - 2.2. Review Recharge/Recovery Wells Project, Pipeline Project, and Overhead Power Lines Project drawings showing location and interface of ASR Phase II components to be connected to the ASR PC/S. Confirm Recharge/Recovery Well (RRW) Project schedule of well conversions and if some wells will need to be on serial licensed radio initially.

- 2.3. Meet with Recharge/Recovery Wells Project to review and confirm quantities, locations and PC/S interface of PC/S connected components.
- 2.4. Meet with Pipeline/ Project to review and confirm quantities, locations and PC/S interface of PC/S connected components. Confirm if Production Surge Tank to be on Ethernet Radio or existing serial radio system.
- 2.5. Meet with Overhead Power Lines Project to review and confirm quantities, locations and PC/S interface of PC/S connected components.
3. ***Radio Path Study:*** Conduct a radio propagation analysis to determine required tower heights and Ethernet radio system design parameters for all ASR Phase II Ethernet Radio connected sites.
4. ***Prepare Ethernet Radio System Specifications***
  - 4.1. Develop draft Ethernet Radio System Specification Section 40 90 00.
  - 4.2. Develop a Technical Memorandum (TM) for distribution to other ASR Phase II Projects. The TM will include:
    - 4.2.1. Ethernet radio tower heights and antenna azimuth for each ASR Phase II site to be connected by Ethernet Radio.
    - 4.2.2. Design parameters for radios and towers to be provided under other ASR Phase II Projects.
5. ***United States Geological Survey (USGS) River Gauge Interface Definition***
  - 5.1. Meet with USGS to determine connectivity and means of telemetering USGS river level and flow data to the ASR PC/S.

**Deliverables:**

1. Monitoring well connectivity evaluation and recommendation memorandum.
2. Monitoring well connectivity workshop meeting notes.
3. Project coordination meeting notes (three meetings)
4. Radio Propagation Analysis Report
5. Ethernet Radio TM defining Ethernet radio design parameters.
6. Draft Ethernet Radio System Specification Section 40 90 00
7. USGS River Gauge Meeting Minutes

**Other Assumptions:**

1. CH2M HILL will attend a one half day meeting, with up to two CH2M HILL staff at each meeting, for purposes of collaborating with the Surface Water Treatment Plant and River Intake project, Pipelines project, and Recharge Wells project to determine quantities and Locations of ASR

Phase II Radio Connected Phase II Components. These meetings will coincide with the Design Coordination Kick Off Meetings (see Task 3, Sub Task C) and Wide Area Network radio studies (See Task 3, Sub Task A) and not require additional travel.

2. The meeting with USGS will be in Wichita attended by one CH2M HILL staff and will coincide with a Program Coordination meeting or other project meeting and not require separate travel.
3. Monitoring well locations and data download, storage and retrieval requirements will be provided to the PC/S Project.
4. Drawings showing quantities and locations of ASR Phase II PC/S connected components will be provided to the PC/S Project.
5. Forty ASR Phase II remote sites, twenty monitoring well sites, and ten future ASR Phase III/IV sites are assumed for Ethernet Radio evaluations and design.
6. One TM will be prepared summarizing Ethernet radio and tower requirements for all ASR Phase II Projects.
7. Three project coordination meetings to be conducted in Wichita.
8. Remote sites radio installation design will be included under individual ASR Phase II Project's per the parameters defined in the Ethernet Radio TM and per the Implementation Matrix included as Appendix 1.
9. Data from one USGS River Gauge will be connected to the Phase II ASR PC/S. It is expected this will be the Sedgwick Gauge (109<sup>th</sup> St. & Ridge Road).
10. Existing ASR Phase I river gauge data will be accessed via network communications with the SWTP1 control system.

### **Subtask C -- PC/S System Design and Implementation Coordination**

**Objective:** Coordinate ASR Phase II PC/S design with other ASR Phase II Projects PC/S designs. Coordinate ASR Phase II PC/S implementation, testing and commissioning plans with other ASR Phase II Projects PC/S implementation, testing and commissioning plans.

**Input:**

1. Preliminary Design Report
2. Designated design documents to be provided by Program Projects
3. Remote site locations from Pipelines, Recharge/Recovery Wells Project, and Overhead Power Lines Project.



4. Operating strategy updates from Pipelines, Recharge/Recovery Wells Project, SWTP2 and River Intake Project, and Overhead Power Lines Project.
5. CITY and Program operations and maintenance manual requirements.

**Activities:** CH2M HILL will perform the following activities:

1. ***Design Coordination Kick Off Meeting:***
  - 1.1. Conduct one PC/S kick off meeting in Wichita with each ASR Phase II Project (Recharge/Recovery Wells Project, Surface Water Treatment Plant and River Intake Project, Pipelines Project and Overhead Power Lines Project) in attendance, to review PC/S design and implementation interfaces and establish design delivery coordination schedule milestones.
  - 1.2. Develop a memorandum summarizing delivery and implementation schedule milestones and provide to CITY and other ASR Projects.
2. ***Periodic Coordination and Review Meetings:*** Conduct periodic coordination meetings with the ASR Phase II Recharge/Recovery Wells Project (RRW), Surface Water Treatment Plant and River Intake Project, Pipelines Project and Overhead Power Lines Project to coordinate design deliverables and interfaces.
  - 2.1. Recharge/Recovery Wells Project
    - 2.1.1. Two meetings prior to RRW 60% design completion (in addition to kick off coordination meeting)
    - 2.1.2. Design review coordination at RRW 60% design completion
  - 2.2. Surface Water Treatment Plant and River Intake Project
    - 2.2.1. Two meetings prior to SWTP2 and River Intake 60% design completion (in addition to kick off coordination meeting)
    - 2.2.2. Design review coordination at SWTP2 and River Intake 60% design completion
  - 2.3. Pipelines Project
    - 2.3.1. Two meetings prior to Pipelines 60% design completion (in addition to kick off coordination meeting)
    - 2.3.2. Design review coordination at Pipelines 60% design completion
  - 2.4. Overhead Power Lines Project

- 2.4.1. One meeting prior to Overhead Power Lines Project 60% design completion (in addition to kick off coordination meeting)
  - 2.4.2. Design review coordination at Overhead Power Lines 60% design completion
- 3. ***Operating Strategy TM and Tagging Schema TM Updates***
  - 3.1. Operating Strategy TM Updates
    - 3.1.1. Update Operating Strategy TM developed during PC/S preliminary design phase with changes as a result of individual project designs.
    - 3.1.2. Provide updated draft for CITY and other ASR Projects' review
    - 3.1.3. Host two operating strategy workshops – one meeting during preparation of 60% design and one meeting after completion of 60% design efforts.
    - 3.1.4. Incorporate review comments and provide an updated Operating Strategy TM.
  - 3.2. Tagging Schema TM Updates
    - 3.2.1. Update Tagging Schema TM developed during PC/S preliminary design phase with changes as a result of individual project designs.
    - 3.2.2. Provide updated draft for CITY and other ASR Projects' review
    - 3.2.3. Incorporate review comments and provide an updated Tagging Schema TM.
- 4. ***Electronic Operations and Maintenance Manual (O&M) Submittal Requirements Definition***

- 4.1. Conduct a teleconference with CITY operations and maintenance staff to determine electronic document management and O&M Manual submittal requirements.
- 4.2. Develop a draft Operations and Maintenance Documentation Submittal File TM for distribution to other ASR Projects with generic submittal file structure requirements and provide to the CITY for review.
- 4.3. Conduct a teleconference with the CITY to receive review comments.
- 4.4. Incorporate review comments and issue Guidance Document and Submittal File TM as final.

**Deliverables:**

1. Meeting Minutes
2. Review Comments on other Projects' design documents provided for PC/S coordination and review.
3. Delivery and Implementation Coordination Schedule Milestones Memorandum
4. Revised Operating Strategy TM
5. Revised Tagging Schema TM
6. Draft and final Operations and Maintenance Documentation Submittal File TM

**Other Assumptions:**

1. CH2M HILL will make two trips to Wichita with up two CH2M HILL staff on one trip and two CH2M HILL staff on the other trip for purposes of collaborating with the Surface Water Treatment Plant and River Intake project, Pipelines project, Overhead Power Lines Project, and Recharge Wells project to coordinate the PC/S design with other Program Projects. Follow on review meetings will coincide with a Program Coordination meeting or other project meeting and not require separate travel.
2. P&IDs, I/O Lists, Control Narratives, Block Diagrams, Network Rack layouts and other design documents relevant to PC/S interface coordination will be provided to PC/S Project by each ASR Phase II Project.
3. No more than one revision to the Operating Strategy TM will be required prior to 60% design completion.
4. No more than one revision to the Tagging Schema TM will be required prior to 60% design completion.

**Subtask D –PC/S System Networks and Site Designs**

**Objective:** Develop drawings and specifications for the construction of PC/S networks, cabinets, racks, wiring, network rooms, and other physical elements of the PC/S system with the scope of the PC/S Project Final Design as defined in the Implementation Matrix included as Appendix 1 to this Scope of Work.

**Input:**

1. Preliminary Design Report
2. Design Coordination with other Program Projects
3. WAN Visio Network Diagrams (from Task 3 Sub Task A Wide Area Network Design)

**Activities:** CH2M HILL will perform the following activities:

1. ***PC/S Design Coordination Meetings:*** Conduct biweekly PC/S Design team meetings in Denver and via teleconference to coordinate various aspects of design during the final design phase.
2. ***Prepare Draft Local Area Network (LAN) Design Drawings:***
  - 2.1. Prepare draft network drawings in Microsoft Visio using Visio Network templates.
  - 2.2. Prepare draft ASR LAN design drawings for the following sites.
    - 2.2.1. ASR Control Center
    - 2.2.2. Phase I Surface Water Treatment Plant
    - 2.2.3. Well Field Maintenance Shops
    - 2.2.4. Main Water Treatment Plant
  - 2.3. Coordinate the ASR Control Center LAN design interface with the Phase II SWTP control system LAN design based upon design coordination input from Subtask PC/S System Design and Implementation Coordination.
  - 2.4. Prepare draft WAN network drawings based upon input from Subtask Wide Area Network Design.
3. ***Prepare Draft Design Drawings:*** Prepare draft plan drawings, electrical drawings, architectural drawings and such other drawings for construction of the PC/S system at the following sites:
  - 3.1. ASR Control Center
  - 3.2. Phase I Surface Water Treatment Plant
  - 3.3. Well Field Maintenance Shops
  - 3.4. Main Water Treatment Plant
  - 3.5. City Hall
  - 3.6. STP3

- 3.7. SWTP2 (Microwave radio tower location)
4. ***Prepare Draft Technical Specifications for construction of the PC/S system.*** The work will include:
  - 4.1. Developing specification outline of contract provisions
  - 4.2. Developing first draft technical specifications based on information available.

**Deliverables:**

1. Set of draft PC/S Drawings at 60% work product completion
2. Set of draft PC/S System Technical Specifications at 60% work product completion

**Other Assumptions:**

1. Drawing types and quantities assumed in preparation of this scope of work and fee estimate are shown in Appendix 2 PC/S Drawing List.
2. Technical specification sections assumed in preparation of this scope of work and fee estimate are shown in Appendix 3 PC/S Specification List.
3. CH2M HILL mechanical engineer will make one trip to Wichita for determining fire hose relocation at City Hall to permit installation of a SCADA network cabinet.

**Subtask E –PC/S Supervisory System Design**

**Objective:** Develop design and specifications for the PC/S Invensys Wonderware® supervisory system.

**Input:**

1. Preliminary Design Report
2. Designated design submittals by Program Projects
3. SWTP1 tag and object databases for Galaxy Repository and Data Historian.
4. MWTP tag and object databases for Galaxy Repository and Data Historian.
5. List of City's existing licenses
6. Existing and planned City standards and practices applicable to supervisory system.

**Background:**

The PC/S PDR identified three alternatives for implementation of the Wonderware® InSQL historical data collection data base and the Galaxy Repository (a server which contains the entire database and all platforms and objects for the connected control system):

**Alternative A** where a common Galaxy Repository and Historian are used for the MWTP, Phase I SWTP, Phase II SWTP and the ASR Well Field control systems. Since the MWTP is also integrated with City wastewater control systems; implementing this alternative has a utility wide impact.

**Alternative B** where independent and separate Galaxy Repositories and Historians are used for the MWTP, Phase I SWTP, Phase II SWTP and the ASR Well Field control systems. This alternative would not impact other utility control systems but does result in multiple historical data bases, platforms and objects and additional licenses (compared to Alternative A) to be purchased and maintained.

**Alternative C** where one Galaxy Repository and Historian is used for the MWTP and another Galaxy Repository and Historian is used for ASR Operations, including the Phase I SWTP, Phase II SWTP and the ASR Well Fields. This alternative would require modifications to the Phase I SWTP and would also result in an ASR implementation not integrated with other utility systems.

Additionally the City, under the on-going Mid-Continent Water Reclamation Facility Project is upgrading the existing supervisory systems for the MWTP and connected wastewater control systems and establishing standards and practices for supervisory control system historical data storage and Galaxy Repository objects.

**Activities:** CH2M HILL will perform the following activities:

1. Determine Data Historian and Galaxy Repository Alternative to be Implemented:
  - 1.1. Conduct a workshop in Wichita with Mid-Continent Project and City staff to determine City supervisory control system versions, standards and data base practices being implemented under the Mid-Continent Project that would be advantageous to consider for the ASR PC/S implementation. The CH2M HILL Supervisory System Engineer will lead this workshop.
  - 1.2. Conduct a site investigation for historical data base and Galaxy Repository review at both the Phase I SWTP and the MWTP to determine compatibilities between the systems and differences in tagging, platforms and software objects that would need reconciled by implementation of the various alternatives.
  - 1.3. Define Galaxy and Data Historian version changes and platform and objects redeployment tasks required under each alternative. Develop an estimate of implementation cost and City resource requirements for each alternative.
  - 1.4. Define if an interim Phase II SWTP Galaxy Repository and Data Historian is needed for initial start up and testing of the Phase II SWTP and River Intake, and if so, define requirements for the Galaxy Repository and Data Historian based upon the implementation alternative selected.

- 1.5. Document evaluation and recommendation for the alternative to be implemented in a draft Data Historian and Galaxy Repository TM.
- 1.6. Meet with CITY to receive review comments on TM and make a final selection of the alternative to be implemented. Update draft TM to final.
2. ***Develop ASR Supervisory Control System Integration Requirements:***
  - 2.1. Based upon the data historian and Galaxy Repository alternative selected, define supervisory control system integration requirements for the ASR PC/S for the following:
    - 2.1.1. Historical data export
    - 2.1.2. Phase I SWTP Supervisory control data points to be available for supervisory control of Phase I Recharge Basins, Phase I Recharge/Recovery Wells and Highway 50 USGS River Gauge.
    - 2.1.3. Quantity of computer hardware and software licenses required for operator workstations, servers, etc. for the ASR PC/S including the MWTP.
    - 2.1.4. Hardware and software license acquisition and management strategy
  - 2.2. Document supervisory control system integration requirements in a draft ASR Supervisory Control System Integration and Historian Functional Requirements Memorandum.
  - 2.3. Meet with CITY to review ASR Supervisory Control System Integration and Historian Functional Requirements Memorandum.
  - 2.4. Update ASR Supervisory Control System Integration and Historian Functional Requirements Memorandum incorporating City review comments.
3. ***Commence Design of the ASR PC/S Supervisory System:***
  - 3.1. Develop draft PC/S Supervisory System Block Diagrams for the following sites:
    - 3.1.1. ASR Control Center
    - 3.1.2. Phase I Surface Water Treatment Plant
    - 3.1.3. Phase II Surface Water Treatment Plant and River Intake
    - 3.1.4. Well Field Maintenance Shops
    - 3.1.5. Main Water Treatment Plant/City Hall

- 3.2. Meet with ASR Phase II SWTP and River Intake Project to coordinate interface of the system wide ASR PC/S with the Phase II SWTP and River Intake PC/S.
- 3.3. Meet with CITY to review draft PC/S Supervisory System Block Diagrams.
- 3.4. Update block diagrams to incorporate review comments.

**Deliverables:**

1. Meeting minutes
2. Draft and final Data historian and Galaxy Repository evaluation memorandum and recommendation.
3. Draft and final ASR Phase II supervisory system hardware and software license acquisition and management strategy memorandum.
4. Draft and final ASR Phase II Supervisory Control System Integration and Historian Functional Requirements Memorandum

**Other Assumptions:**

1. One CH2M HILL staff will travel to Wichita for the Data Historian and Galaxy Repository workshop with the Mid-Continent Project and to be on site for four days to conduct site investigations.
2. One CH2M HILL staff will travel to Wichita to receive review comments on Data Historian and Galaxy Repository Alternative TM and make a final selection of the alternative to be implemented.
3. One CH2M HILL staff will travel to Wichita to receive City review comments on the ASR Supervisory Control System Integration and Historian Functional Requirements Memorandum.
4. The interface coordination meeting with the ASR Phase II SWTP and River Intake Project and the meeting with the CITY to review draft PC/S Supervisory System Block Diagrams will coincide with a Program Coordination meeting or other project meeting and not require separate travel.
5. City will provide existing and planned standards and practices for supervisory control system historical data storage and Galaxy Repository objects.
6. City will provide access to existing historians and Galaxy Repositorys data bases for purposes of evaluating alternatives, or provide copies of historian data bases and Galaxy Repositorys data bases for evaluation using development systems procured under Task 3 Sub Task F.



**Subtask F –60% Design Review Package**

**Objective:** The objective of this task is to prepare a 60 percent complete work product design review package for the ASR Phase II PC/S design.

**Input:**

1. 60% PC/S Design Work Products
2. PDR Opinion of Probable Construction Cost

**Activities:** CH2M HILL will perform the following activities:

1. Compile work products into a review package.
2. Update PDR Opinion of Probable Construction Cost.

**Deliverables:**

1. Opinion of Probable Construction Cost
2. Electronic drawing files and specification files in Adobe PDF file format.

**Other Assumptions:**

A 60% PC/S Design review meeting will be conducted in Wichita and attended by up to four CH2M HILL project team members.

**TASK 4 –90% DESIGN PACKAGE**

**Objective:** The objective of this task is to prepare a 90 percent complete work product for the ASR Phase II PC/S design.

**Input:**

1. 60% PC/S Design
2. PC/S Preliminary Design Report (PDR)
3. Additional inputs as defined under the various activities in this task

**Subtasks:** The following subtasks are included for completing the ASR Phase II PC/S Project work product sufficient for an overall 90% completion:

- A. Complete wide area network design
- B. Complete Ethernet radio system design
- C. Coordinate PC/S design with other ASR Project designs
- D. Complete PC/S system network design and individual site
- E. Complete PC/S Supervisory Control System (Wonderware®) design
- F. Develop PC/S Training Plan
- G. Prepare PC/S Construction Delivery Plan

- H. Prepare 90% review package
- I. Prepare an updated opinion of PC/S probable construction cost

### **Subtask A –Wide Area Network Design**

**Objective:** Complete the final design of the microwave radio system and wide area network linking ASR Control Center at the Phase II Surface Water Treatment Plant (SWTP2), Phase I Surface Water Treatment Plant (SWTP1), Well Field Maintenance Shops and Main Water Treatment Plant (MWTP).

**Input:**

See Task 3, Subtask A Commence Wide Area Network Design

**Activities:** CH2M HILL will perform the following activities:

- 1. *Complete WAN Design*
- 2. *Coordinate design with City Information Technology (IT) requirements and the City Metropolitan Area Network (MAN) Project. Participate in a workshop in Wichita to meet with the CITY MAN Project to coordinate final design of the microwave radio system with the PC/S Project Network Design.*
- 3. *Provide technical input to support preparation of conditional use permit applications and other permit applications required by local jurisdictions for microwave towers.*

**Deliverables:**

Technical input for permit Applications for tower locations at Phase I SWTP and Existing Well Field Maintenance Shops.

**Other Assumptions:**

The coordination meeting with City IT will require travel to Wichita by two CH2M HILL staff.

### **Subtask B –Ethernet Radio Design**

**Objective:** Complete development of the final design of the Ethernet radio system for communicating to wells, valve vaults, monitoring wells, and other PC/S System connected ASR remote sites in the Equus Bed Well Field

**Input:**

- 1. See Task 3, Subtask B, Commence Ethernet Radio Design
- 2. 60% Ethernet Radio Design

**Activities:** CH2M HILL will perform the following activities:

- 1. *Complete Ethernet Radio System Specifications*  
Complete Ethernet Radio System Specification Section 40 90 00.

2. ***Complete USGS River Gauge Telemetry Interface Design***  
Develop specification and site details for PC/S integration with USGS River gauge level and flow data.

**Deliverables:**

1. Ethernet Radio System Specification Section 40 90 00
2. USGS River Gauge connectivity specifications and drawing details.

**Subtask C – PC/S System Design And Implementation Coordination**

**Objective:** Coordinate ASR Phase II PC/S design with other ASR Phase II Projects PC/S designs. Coordinate ASR Phase II PC/S implementation, testing and commissioning plans with other ASR Phase II Projects PC/S implementation, testing and commissioning plans.

**Input:**

See Task 3, Subtask C, PC/S System Design and Implementation Coordination

**Activities:** CH2M HILL will perform the following activities:

1. ***Periodic Coordination and Review Meetings:*** Conduct periodic coordination meetings in Wichita with the ASR Phase II Recharge/Recovery Wells Project, Surface Water Treatment Plant and River Intake Project, Pipelines Project and Overhead Power Lines Project to coordinate design deliverables and interfaces as follows:
  - 1.1. Recharge/Recovery Wells Project
    - 1.1.1. One meeting between 60% and 90% RRW design completion
    - 1.1.2. Design review coordination at RRW 90% design completion
  - 1.2. Surface Water Treatment and River Intake Project
    - 1.2.1. One meeting between 60% and 90% SWTP and River Intake design completion
    - 1.2.2. Design review coordination at SWTP and River Intake 90% design completion
  - 1.3. Pipelines Project
    - 1.3.1. Design review coordination at Pipelines 90% design completion
  - 1.4. Overhead Power Lines Project
    - 1.4.1. Design review coordination at Overhead Power Lines Project 90% design completion

**2. *Operating Strategy TM and Tagging Schema TM Updates*****2.1. Operating Strategy TM Updates**

- 2.1.1. Update Operating Strategy TM with changes as a result of individual project designs.
- 2.1.2. Provide updated draft for CITY and other ASR Project's review
- 2.1.3. Host Operating Strategy TM and Tagging Schema TM Workshop
- 2.1.4. Incorporate review comments and provide an updated Operating Strategy TM.

**2.2. Tagging Schema TM Updates**

- 2.2.1. Update Tagging Schema TM with changes as a result of individual project designs.
- 2.2.2. Provide updated draft for CITY and other ASR Project's review
- 2.2.3. Incorporate review comments and provide an updated Tagging Schema TM.

**Deliverables:**

- 1. Meeting Minutes
- 2. Review Comments on other Project's design documents provided for PC/S coordination and review.
- 3. Revised Operating Strategy TM
- 4. Revised Tagging Schema TM

**Other Assumptions:**

- 1. CH2M HILL will attend one meeting in Wichita with up to three CH2M HILL staff for purposes of coordinating PC/S design with the Surface Water Treatment Plant and River Intake project, Pipelines project, Overhead Power Lines Project, and Recharge Wells project to develop ASR operating strategy concepts. Other coordination meetings will coincide with a Program Coordination meeting or other project meeting, or be conducted by teleconference and not require separate travel.
- 2. P&IDs, I/O Lists, Control Narratives, Block Diagrams, Network Rack layouts and other design documents relevant to PC/S interface coordination will be provided to PC/S Project by each ASR Phase II Project.
- 3. No more than one revision to the Operating Strategy TM will be required between 60% and 90% completion.

4. No more than one revision to the Tagging Schema TM will be required between 60% and 90% completion.

#### **Subtask D –Process Control/SCADA System Networks and Site Designs**

**Objective:** Complete development of drawings and specifications for the construction of PC/S networks, cabinets, racks, wiring, network rooms, and other physical elements of the PC/S system with the scope of the PC/S Project Final Design as defined in the Implementation Matrix included as Appendix 1 to this Scope of Work.

**Input:**

See Task 3, Subtask D, Commence PC/S System Networks and Site Designs

**Activities:** CH2M HILL will perform the following activities:

1. ***PC/S Design Coordination Meetings:*** Conduct biweekly PC/S Design team meetings to coordinate various aspects of design during the final design phase between 60% and 90% completion.
2. ***Complete Preparation of Local Area Network (LAN) Design Drawings:***
  - 2.1 Complete preparation of network drawings in Microsoft Visio using Visio Network templates.
  - 2.2 Complete preparation of ASR LAN design drawings
  - 2.3 Complete preparation of WAN network design drawings.
3. ***Complete Preparation of Site Design Drawings:*** Complete preparation of 90% complete drawings, for construction of the PC/S system:
4. ***Complete Preparation of Technical Specifications for construction of the PC/S system.***

**Deliverables:**

Set of draft PC/S Drawings at 90% work product completion

Set of draft PC/S System Technical Specifications at 90% work product completion

**Other Assumptions:**

See Task 3, Subtask D, Commence PC/S System Networks and Site Designs

#### **Subtask E –PC/S Supervisory System Design**

**Objective:** Complete development of design and specifications for the PC/S Invensys Wonderware® supervisory system.

**Input:** See Task 3, Subtask E, Commence PC/S Supervisory System Design

**Activities:** CH2M HILL will perform the following activities:

1. Update PC/S Supervisory System Block Diagrams as needed to reflect design changes.

**Deliverables:**

1. Updated block diagrams
2. Meeting Minutes
3. Updated SCADA Lab Hardware and Software Requirements memorandum.

**Other Assumptions:** None

**Subtask F – Prepare Training Plan**

**Objective:** Develop a training plan for City operations and maintenance staff in use and maintenance of the ASR process control and SCADA systems. Develop training requirements to be included in various ASR Program Projects specifications.

**Input:**

1. City's Planned ASR Staffing
2. City Staff's Current Training Status
3. PC/S System Design Parameters (from previous tasks)

**Activities:** CH2M HILL will perform the following activities:

1. ***Training Requirements Workshop:*** Conduct a training requirements workshop with the CITY. The objective of the workshop will be to:
  - 1.1. Determine planned ASR Staffing for operations and PC/S maintenance,
  - 1.2. Determine current status of City staff's training in PC/S technologies to be implemented.
  - 1.3. Identify gaps in training between current status and that needed to provide capability for the ASR PC/S for operations and maintenance.
2. ***Develop Training Plan:***
  - 2.1. Based upon the results of the Training Requirements Workshop, develop a draft training plan memorandum and provide to the City.
  - 2.2. Conduct a teleconference to receive CITY review comments.
  - 2.3. Update Training Plan Memorandum to incorporate review comments and issue for use on the Program.

**Deliverables:**

1. Meeting Minutes
2. Draft and final Training Plan Memorandum

**Other Assumptions:**

1. A CH2M HILL staff will travel to Wichita for the Training Requirements Workshop.
2. CITY will provide projected ASR staffing resources and current state of training for these resources.

**Subtask G –PC/S Construction Delivery Plan**

**Objective:** Develop the plan for coordinated construction delivery of the ASR PC/S systems across Program Projects including testing and commissioning, maintenance and warranty support, application software development and implementation and engineering services during construction. Provide input to other Phase II ASR Projects for testing requirements to be included in individual Projects.

**Background:** For purposes of scope development the following testing activities are identified. Note that these activities may be defined and grouped by Project Designers in functional categories such as Factory Demonstration Tests (FDT), Operational Readiness Tests (ORT) and Performance Acceptance Tests (PAT). However the following breakdown provides test activity distinctions for PC/S testing coordination across the ASR Program:

1. Equipment Factory Acceptance Testing (EFAT): Testing of equipment provided with controls that are required to undergo a formal Factory Acceptance Test (FAT), to verify the equipment meets both functional and performance requirements of the specifications
2. Communications Infrastructure Testing (CIT): The CIT verifies the network infrastructure, the network connections to PLCs, the network connections to servers, and the network connections to HMIs, to ensure the communications systems are ready to support the equipment and control system testing.
3. Factory Software Acceptance Testing (FSAT): The FSAT is conducted before the software is loaded on to the installed ASR control system PLCs and HMI workstations.
4. Component Acceptance Testing (CAT): The CAT verifies instruments and final control elements installation and calibration.
5. Equipment Software Acceptance Testing (ESAT): The ESAT test instruments, equipment level controls, interlocks, alarms, trending, and equipment level PLC/HMI software configuration.
6. Equipment Functional Testing (EFT): The EFT verifies motor alignment and rotation, safety interlocks, and local operation and demonstrates the installed equipment meets the manufacturer's specifications, and verifies the ability of equipment to function as required in the specifications.

7. Equipment Performance Acceptance Testing (EPAT): The EPAT demonstrates that the installed equipment meets performance requirements as required in the specifications.
8. System Software Acceptance Testing (SSAT): The SSAT encompasses the testing of PLC/HMI configuration that operates groups of equipment and components as either a subsystems or systems.
9. Performance Acceptance Testing (PAT): The PAT verifies the performance of the PC/S System during an extended period of operation, and at varying operating conditions.

The EFAT, CAT, EFT and EPAT are specified to be accomplished within individual Projects under which components and equipment are specified.

The CIT, FSAT, ESAT, SSAT and PAT involve integration of individual Projects with the PC/S Project and thus are common to all ASR Projects with PC/S elements and require coordination amongst these Projects.

**Input:**

1. Other ASR Projects' Implementation Plans (from Task 4 PC/S Design and Implementation Coordination)
2. SIDG Software Testing Procedures Section
3. PC/S Design

**Activities:** CH2M HILL will perform the following activities:

1. ***Develop PC/S Testing Coordination Procedures***
  - 1.1. Develop draft PC/S Testing Coordination Guideline Procedures Memorandum and provide to the CITY and other ASR Phase II Projects. The memorandum shall include guideline procedures for all phases of PC/S testing and implementation including:
    - 1.1.1. CIT Communications Infrastructure Testing
    - 1.1.2. FSAT Factory Software Acceptance Testing
    - 1.1.3. ESAT Equipment Software Acceptance Testing
    - 1.1.4. SSAT System Software Acceptance Testing
    - 1.1.5. PAT Performance Acceptance Testing
  - 1.2. Conduct a workshop to discuss testing procedures, develop common testing terminology to be used, and receive CITY and ASR Projects review comments.
  - 1.3. Update PC/S Testing Coordination Guideline Procedures Memorandum to incorporate review comments and issue for use on the Program.



2. ***Develop PC/S Hardware and Software Allowance Guidelines***

Certain components (such as computers, operating system software, network routers and switches, Wonderware® software licenses) will be procured based on allowances to be included in the various ASR Phase II Projects.

- 2.1. Develop draft Standard Specification Language Memorandum for allowances and submit to CITY.
- 2.2. Conduct a teleconference with CITY and receive review comments.
- 2.3. Update Standard Specification Language Memorandum to incorporate review comments and issue for use on the Program.

3. ***Develop PC/S Warranty and Maintenance Support Agreement Requirements***

- 3.1. Conduct a teleconference with CITY to define warranty and maintenance support agreements to be included in ASR Program Projects specifications.
- 3.2. Define requirements in a draft PC/S Warranty and Maintenance Support Memorandum and issue for CITY review.
- 3.3. Update PC/S Warranty and Maintenance Support Memorandum to incorporate review comments and issue for use on the Program.

4. ***Develop PASD Scope of Services***

- 4.1. Prepare a scope of services (including cost and schedule) for Program Application Software Delivery and provide to CITY for review.
- 4.2. Meet with CITY to receive review comments.
- 4.3. Incorporate review comments and update PASD Scope of Services, schedule and budget.

5. ***Develop Construction Phase Scope of Services***

- 5.1. Prepare PC/S Construction Phase scope of services (including cost and schedule) and provide to CITY for review.
- 5.2. Meet with CITY to receive review comments.
- 5.3. Incorporate review comments and update PC/S Construction Phase Scope of Services, schedule and budget.

**Deliverables:**

- 1. Meeting Minutes

2. Draft and Final PC/S Testing Coordination Guideline Procedures Memorandum
3. Draft Standard Specification Language Memorandum
4. Draft and Final Warranty and Maintenance Support Memorandum
5. Draft and Final PC/S PASD Scope of Services
6. Draft and Final PC/S Construction Phase Scope of Services

**Other Assumptions:**

1. The PASD and Construction Phase Scope of Services meetings will coincide with other project meetings and not require separate travel.
2. CITY will provide procurement policies and procedures to be followed for components to be purchased under allowances.

**Subtask H—Contracting Requirements and General Requirements**

**Objective:** The objective of this subtask is to prepare draft Division 00 Contracting Requirements and Division 01 General Requirements.

**Input:** City Contracting Requirements, General Conditions, Supplementary Conditions, Bid Forms and Bond Forms

**Activities:** CH2M HILL will perform the following activities:

1. *Receive the City's Contracting Requirements, General Conditions, Supplementary Conditions, Bid Forms and Bond Forms to be included with the bid documents and tailor draft Division 00 for the PC/S Project.*
2. *Prepare draft Division 01 General Requirements specification sections.*

**Deliverables:**

Draft Division 00 and Division 01 Project Manual Sections.

**Other Assumptions:** CITY provides General Conditions, Supplementary Conditions, and Bond Forms

**Subtask I—90% Design Review Package**

**Objective:** The objective of this task is to prepare a 90 percent complete work product design review package for the ASR Phase II PC/S design.

**Input:**

1. 90% PC/S Design Work Products
2. 60% Complete Opinion of Probable Construction Cost

**Activities:** CH2M HILL will perform the following activities:

1. *Compile work products into a review package.*

2. *Update 60% Complete Opinion of Probable Construction Cost.*
3. *City and County Plan Review*
  - 3.1. Provide Project Manual tailored for each review jurisdiction
  - 3.2. Receive Plan review comments and update Project Manual to incorporate review comments.

**Deliverables:**

1. Electronic drawing files and specification files in Adobe PDF file format.
2. Opinion of Probable Construction Cost
3. Response to Plan Review comments.

**TASK 5 – COST OPINION UPDATES AND QUALITY MANAGEMENT REVIEWS**

**Objective:** Provide periodic quality management reviews.

**Input:**

1. Preliminary Design Opinion of Probable Construction Cost included in PC/S PDR
2. 60% Review Documents
3. 90% Review Documents

**Activities:** CH2M HILL will perform the following activities:

1. **60% Design Completion Review**
  - 1.1. Perform internal QA/QC Review
  - 1.2. Update documents with internal QA/QC review comments prior to providing design documents to CITY for review.
  - 1.3. Conduct a review workshop to receive CITY review comments.
  - 1.4. Provide a written response to CITY review comments.
2. **90% Design Completion Review**
  - 2.1. Perform internal QA/QC Review prior to providing design documents to CITY for review.
  - 2.2. Update documents with internal QA/QC review comments.
  - 2.3. Conduct a review workshop to receive CITY review comments.
  - 2.4. Provide a written response to CITY review comments.
3. **Compile 100% review set**
4. **Update Opinion of probable construction cost**

**Deliverables:**

1. 60% City Review Comments Responses
2. 60% Review Meeting Minutes
3. 90% City Review Comments Responses
4. 90% Review Meeting Minutes
5. 100% Bid Documents
6. Bid Document (100%) Opinion of Probable Construction Cost

**Other Assumptions:**

1. The 60% and 90% review meetings will coincide with other project meetings and not require separate travel.
2. Division 00 and 01 will not be included in the 60% Design Review.

**TASK 6 – BIDDING DOCUMENTS PREPARATION AND COMPILATION**

**Objective:** Prepare documents for bidding and contracting of PC/S construction.

**Input:**

1. Preliminary Design Report
2. 90% Work Package
3. 90% Review Comments

**Activities:** CH2M HILL will perform the following activities:

1. ***Prepare Final Division 00 Contracting Requirements and Division 01 General Requirement:***
  - 1.1. Incorporate CITY's comments on the City's Contracting Requirements, General Conditions, Supplementary Conditions, Bid Forms and Bond Forms to be included with the bid documents and tailor Division 00 for the PC/S Project.
  - 1.2. Incorporate CITY's comments on Division 01 General Requirements specification sections.
2. ***Prepare the Bidding Documents:***
  - 2.1. Update drawings and specifications to incorporate responses to 90% Work Package review comments.
  - 2.2. Compile Specifications and Drawings:
  - 2.3. Technical specification sections for electrical, structural, and other sections needing procurement and construction work for the improvements
  - 2.4. Definition of permitting requirements to be included in the specifications
  - 2.5. Compilation of final drawings and installation details

2.6. Print Bidding Documents

3. *Print Bid Documents*

**Deliverables:**

Bidding Documents in both hard copy and electronic file formats.

**Other Assumptions:**

City provides General Conditions, Supplementary Conditions, and Bond Forms

**TASK 7 – BID PHASE SERVICES**

**Objective:** Assist the City during the bidding of the PC/S Construction Contract.

**Input:** Bidding Documents

**Activities:** CH2M HILL will provide the following bid phase services:

1. *Prebid Meeting and Site Tour:* Assist the CITY with leading a prebid conference and with a site tour.
2. *Respond to Requests for Information (RFI):* Respond to requests for information (RFI) from potential bidders. Prepare addenda in response to RFIs.
3. *Review Bids:*
  - 3.1. Receive bids from the CITY
  - 3.2. Review bids for irregularities and rank the bids by price
  - 3.3. Prepare a memorandum summarizing review of the apparent low price bidder.
4. *Conform Bid Documents to Incorporate Addenda*

**Deliverables:**

1. Prebid Meeting Minutes
2. Written Response to RFIs
3. Addenda
4. Conformed Document Set in hard copy and electronic file formats

**Other Assumptions:**

1. One CH2M HILL staff will travel to Wichita for the Prebid Meeting and Site Tour.
2. It is understood that the CITY will make any additional copies required beyond the number of copies assumed to be provided under this scope of services and distribute the bidding documents and addenda to prospective bidders.

3. It is assumed there will be one prebid meeting and one site tour in Wichita attended by two CH2M HILL Project Team members.
4. It is assumed that the bid period, including City Council approval, will be for 8 to 10 weeks.
5. Preparation of two addenda is assumed in this scope of services.
6. The CITY is responsible to make the final decision on the award of contracts for construction and the acceptance or rejection of all bids.
7. This scope of services does not include services that may be required in the event of a bid protest.

#### **TASK 8 – UNIT PRICE DETERMINATIONS (OPTIONAL TASK)**

**Objective:** Assist the City in establishing unit pricing agreements for programmable logic controllers (PLC) and Ethernet Radios.

**Input:**

1. City procurement policies
2. ASR Projects PLC requirements
3. ASR Projects Ethernet Radio requirements

**Activities:** CH2M HILL will perform the following activities:

**1. *Coordinate with CITY Purchasing Division***

CH2M HILL will meet with CITY Purchasing Division to determine procurement requirements to be included with the specifications and to receive applicable CITY purchasing documents and forms to be included with the bid documents.

Coordination will include:

- 1.1. Discussion of alternative approaches of achieving sole source procurement within City purchasing regulations and WWU standards.
- 1.2. Selection of the approach to use.
- 1.3. Summary memorandum on approach for review by both City Purchasing Division and WWU staff.
- 1.4. Final summary memorandum for approval.

**2. *Assist the CITY in Establishing a PLC Unit Pricing Agreement***

**2.1. *Compile a Tabulation of PLC Components and Requirements:***

A tabulation of types and estimated quantities of PLC components and vendor services (such as field services, testing and warranty

support) required for the various ASR Projects will be compiled based upon input from PC/S System Design and Implementation Coordination Tasks (Task 3, Subtask C and Task 4, Subtask C).

**2.2. *Develop Unit Pricing Specifications and Bid Documents:***

- 2.2.1. Using input from the previous tasks CH2M HILL will develop a PLC Unit Pricing Specification and provide for review by CITY and other ASR Projects.
- 2.2.2. CH2M HILL will update the PLC Unit Pricing Specification to incorporate CITY and ASR Project review comments.
- 2.2.3. CH2M HILL will compile bid documents consisting of unit pricing specifications and applicable CITY purchasing forms and requirements and provide electronic files for CITY use in soliciting unit pricing.

**2.3. *Respond to Requests for Information (RFI):***

Prepare addenda in response to requests for information from bidders.

**2.4. *Review Bids:***

- 2.4.1. Receive bids from the CITY.
- 2.4.2. Review bids for irregularities and rank the bids by price.
- 2.4.3. Prepare a memorandum summarizing review of the apparent low price bidder.

**2.5. *Conform Unit Pricing Specifications:***

- 2.5.1. Conform unit pricing specification to include addenda.
- 2.5.2. Provide electronic copies of unit pricing specification for use by ASR Projects.

**3. *Assist the CITY in Establishing an Ethernet Radio Unit Pricing Agreement***

**3.1. *Compile a Tabulation of Ethernet Radio Components and Requirements:***

A tabulation of types and estimated quantities of Ethernet Radio components and vendor services (such as field services, testing and warranty support) required for the various ASR Projects will be compiled based upon input from PC/S System Ethernet Radio Design (Task 3, Subtask B and Task 4, Subtask B) and Design and Implementation Coordination Tasks (Task 3, Subtask C and Task 4, Subtask C).

**3.2. *Develop Unit Pricing Specifications and Bid Documents:***

- 3.2.1. Using input from the previous tasks CH2M HILL will develop a Ethernet Radio Unit Pricing Specification and provide for review by CITY and other ASR Projects.
- 3.2.2. CH2M HILL will update the Ethernet Radio Unit Pricing Specification to incorporate CITY and ASR Project review comments.
- 3.2.3. CH2M HILL will compile bid documents consisting of unit pricing specifications and applicable CITY purchasing forms and requirements and provide electronic files for CITY use in soliciting unit pricing.

**3.3. *Respond to Requests for Information (RFI):***

Prepare addenda in response to requests for information from bidders.

**3.4. *Review Bids:***

- 3.4.1. Receive bids from the CITY.
- 3.4.2. Review bids for irregularities and rank the bids by price.
- 3.4.3. Prepare a memorandum summarizing review of the apparent low price bidder.

**3.5. *Conform Unit Pricing Specifications:***

- 3.5.1. Conform unit pricing specification to include addenda.
- 3.5.2. Provide electronic copies of unit pricing specification for use by ASR Projects.

**Deliverables:**

- 1. PLC Component Tabulation
- 2. PLC Unit Pricing Specification
- 3. Ethernet Radio Component Tabulation
- 4. Ethernet Radio Unit Pricing Specification
- 5. Written Response to RFIs
- 6. Addenda
- 7. One hard copy and an electronic file of conformed PLC and Ethernet Radio unit pricing specifications.
- 8. Revisions to Unit Pricing Specifications



**Other Assumptions:**

1. ASR Phase II SWTP/River Intake, Recharge/Recover Wells, Pipelines and Overhead Power Lines Projects will provide a summary listing of signal types and quantities of PLC components and input/output signals required for sites and facilities within their projects.
2. Meetings with CITY Purchasing Division will be scheduled in conjunction with a monthly Program Coordination meeting or other Project meeting and will not require separate travel.
3. The CITY will distribute the bidding documents and addenda to prospective bidders.
4. It is assumed there will be not be a prebid meeting.
5. Preparation of two addenda (one for PLCs and one for Ethernet Radios) is assumed in this scope of services.
6. The CITY is responsible to make the final decision on the award of unit pricing agreements and the acceptance or rejection of all bids.
7. This scope of services does not include services that may be required in the event of a bid protest
8. This scope of services does not include revisions to unit pricing once established, due to changes affecting unit pricing such as manufacturer's changes to products or changed project requirements.

**Task 9 –Microwave Radio Tower Design (Optional Task)**

**Objective:** Design microwave radio towers for the ASR Control Center at the Phase II Surface Water Treatment Plant (SWTP2), Phase I Surface Water Treatment Plant (SWTP1), Well Field Maintenance Shops and Cowskin Creek Water Quality Reclamation Facility (CCWQRF).

Work for this task, if authorized, will be integrated with Task 3 Prepare 60% Design Package, Subtask A Wide Area Network Design and Task 4 90% Design Package, Subtask A Wide Area Network Design.

**Input:**

4. See Task 3 Prepare 60% Design Package, Subtask A Wide Area Network Design

**Activities:** CH2M HILL will perform the following activities:

**1. Develop Tower Drawings**

- 1.1. Coordinate with prospective radio tower suppliers to determine tower base design requirements based upon geotechnical information provided by the City.
- 1.2. Develop tower location and tower base layout drawings.

**2. Prepare Microwave Radio Tower Specifications****Deliverables:****1. Drawings**

- PC 0.x     Tower Site Plan – Phase I Surface Water Treatment Plant  
             Tower Site Plan – ASR Control Center at Phase II Surface Water Treatment  
PC 0.x     Plant
- PC 0.x     Tower Site Plan – Well Field Maintenance Shops
- PC 0.x     Tower Site Plan – Cowskin Creek Water Quality Reclamation Facility

**2. Specifications**

Section	Title
01 57 13S	Temporary Erosion and Sediment Control
03 30 01	Reinforced Concrete
27 60 52	Radio Towers
31 63 29	Drilled Concrete Piers

**Other Assumptions:**

1. Final detailed foundation and structural design will be prepared by the SCADA Construction Contractor's Radio Tower supplier and provided as a construction phase submittal.



**Exhibit B – Compensation  
for  
Supplemental Agreement No. 1  
to the  
Agreement for Professional Design Services  
Design Services Agreement  
City of Wichita ASR Program – Phase II Projects  
Dated July 1, 2008  
For  
Final Design and Bidding Services for Process Control and Supervisory  
Control and Data Acquisition System**

## Exhibit B

# Compensation:

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This Exhibit B to Supplemental Agreement No. 1 lists compensation for the following project:

A: Process Control and SCADA Implementation Final Design and Bidding Services

This Exhibit B supersedes all prior written or oral understandings of the compensation, and may only be changed by mutual agreement of both parties.

This is a billing rates contract with a not-to-exceed limit as defined in this attachment. Designer cannot exceed the contract limit without prior written authorization from the Program Project Manager. As such, Designers' compensation will be based upon the total hours worked on the Project by each employee, multiplied by the hourly rate for that employee or employee's job classification. Labor-related charges include salary rates, fringe benefits, general and administrative overhead, and profit. General and administrative overhead includes indirect expenses and costs not identifiable as directly allocable to individual projects. Direct expenses are charges, other than those included in time-related charges, incurred directly for the Project. Direct expenses and subconsultant services will be reimbursed at Designers' cost.

This is a task-based budget, so labor and expenses must be invoiced on a per-task basis. It is allowable, within reason, for Designer to exceed the budget on a task(s) as long as Designer's costs do not exceed the agreed upon contract limit. The contingency presented in Designer's fee estimate is not part of the not-to-exceed limit and cannot be used without prior written authorization from the Program Project Manager. Instead, the purpose of the contingency is to make an allowance for changes to Designer's scope of work that could occur during the course of preliminary design. If this contingency is needed, Designer will submit a full analysis and report to the Program Project Manager that provides all the necessary information to render a decision on whether to approve or disapprove of releasing contingency.

## Exhibit B



**CH2MHILL**

### Compensation

Task	Subtotal
FD.01 - Project Management	\$ 149,089.50
FD.02 - CS Cont. Prequal	\$ 24,423.00
FD.03.A0 - Wan Design	\$ 84,120.00
FD.03.B0 - ENET radio Design	\$ 69,975.50
FD.03.C0 - Design Coordination	\$ 78,523.00
FD.03.D0 - Network Site Design	\$ 206,224.50
FD.03.E0 - Supv. System Design	\$ 80,130.00
FD.03.F0 - 60% Review Package	\$ 10,332.00
FD.04.A0 - Wan Design	\$ 12,526.50
FD.04.B0 - ENET radio Design	\$ 8,285.00
FD.04.C0 - Design Coordination	\$ 29,928.00
FD.04.D0 - Network Site Design	\$ 200,784.00
FD.04.E0 - Supv. System Design	\$ 7,938.00
FD.04.F0 - Training Plan Development	\$ 17,241.00
FD.04.G0 - Contruction Plan	\$ 43,395.50
FD.04.H0 - Bid Documents	\$ 8,610.00
FD.04.I0 - 90% Review Package	\$ 7,938.00
FD.05 - Quality Management & Cost Opinions	\$ 76,266.00
FD.06 - Bid Documents Prep	\$ 67,864.00
FD.07 - Bid Phase Services	\$ 22,222.00
<b>Subtotal</b>	<b>\$ 1,205,815.50</b>
FD.CT - City Contingency	\$ 120,582.00
FD.08 - Unit Price Determination (Optional Task)	\$ 25,431.00
FD.09 - Microwave Radio Tower Design (Optional Task)	\$ 53,760.00
<b>Grand Total</b>	<b>\$ 1,405,589.50</b>

**Wichita ASR Phase II Projects  
Exhibit B to Add 2010 Rates to  
Per Diem Schedule No. 1 for  
Process Controls and SCADA Final Design**

**Labor**

Per Diem Codes	2008 Rates*	2009 Rates*	2010 Rates*	Typical Labor Billing Titles**
01	\$ 240.00	\$ 252.00	\$ 260.00	Senior Program Manager, Senior Technology Fellow
02	\$ 225.00	\$ 236.25	\$ 243.00	Program Manager, Technology Fellow
03	\$ 205.00	\$ 215.25	\$ 222.00	Client Service Manager, Senior Project Manager, Principal Technologist, Operations Specialist
04	\$ 180.00	\$ 189.00	\$ 195.00	Project Manager, Sr. Technologist, Radio Communications, Programmer
05	\$ 160.00	\$ 168.00	\$ 173.00	Associate Project Manager, Engineer Specialist, Software Analyst
06	\$ 140.00	\$ 147.00	\$ 151.00	Project Engineer, Electrical Engineer, Network Engineer
07	\$ 120.00	\$ 126.00	\$ 130.00	Associate Engineer
08	\$ 100.00	\$ 105.00	\$ 108.00	Staff Engineer 2
09	\$ 85.00	\$ 89.25	\$ 92.00	Staff Engineer 1
10	\$ 85.00	\$ 89.25	\$ 92.00	Staff Engineer 0
11	\$ 130.00	\$ 136.50	\$ 141.00	Engineering/CAD Tech 5
12	\$ 110.00	\$ 115.50	\$ 119.00	Engineering/CAD Tech 4
13	\$ 95.00	\$ 99.75	\$ 103.00	Engineering/CAD Tech 3
14	\$ 80.00	\$ 84.00	\$ 87.00	Engineering/CAD Tech 2, Project Assistant
15, 16	\$ 75.00	\$ 78.75	\$ 81.00	Engineering/CAD Tech 1
19	\$ 80.00	\$ 84.00	\$ 87.00	Office/Clerical/Accounting

\*Labor rates are subject to annual escalations

\*\*Billing rates are based on each individual's assigned per diem codes; typical labor billing titles are provided for information only and are not a complete listing of available titles

**Expenses**

Subcontractors and Travel & Living Expenses	Actual costs
Auto Mileage	IRS rate



**Exhibit C – Milestone Schedule  
for  
Supplemental Agreement No. 1  
to the  
Agreement for Professional Design Services  
Design Services Agreement  
City of Wichita ASR Program – Phase II Projects  
Dated July 1, 2008  
For  
Final Design and Bidding Services for Process Control and Supervisory  
Control and Data Acquisition System**

## Exhibit C

### MILESTONE SCHEDULE

This Exhibit C includes a summary of projected schedule milestones for the following project:

#### A: Process Control and SCADA Implementation Final Design and Bidding Services

This Exhibit C supersedes all prior written or oral understandings of the Process Control and SCADA Implementation Milestone Schedule, and may only be changed by mutual agreement of both parties.

#### A: Process Control and SCADA Implementation Preliminary Design and Bidding Services

Activity	Finish
<b>TASK 1 -FINAL DESIGN PROJECT MANAGEMENT</b>	<b>3/18/10</b>
<b>TASK 2 -CONTROL SYSTEM CONTRACTOR PREQUALIFICATION</b>	<b>3/25/09</b>
<b>TASK 3 - PREPARE 60% DESIGN PACKAGE</b>	<b>8/27/09</b>
Subtask A - Wide Area Network Design	7/30/09
Subtask B - Ethernet Radio Design	7/9/09
Subtask C - PC/S System Design & Implementation Coordination	7/22/09
Subtask D -PC/S System Network & Site Designs	8/13/09
Subtask E - PC/S Supervisory System Design	7/9/09
Subtask F -60% Design Review Package	8/27/09
<b>TASK 4 - PREPARE 90% DESIGN PACKAGE</b>	<b>12/10/09</b>
Subtask A - Wide Area Network Design	9/24/09
Subtask B -Ethernet Radio Design	9/10/09
Subtask C - PC/S System Design & Implementation Coordination	10/22/09
Subtask D -PC/S System Network & Site Designs	11/12/09
Subtask E - PC/S Supervisory System Design	11/26/09
Subtask F - Prepare Training Plan	10/28/09
Subtask G - PC/S Construction Delivery Plan	12/10/09



Subtask H - Contract & General Requirements Compilation	11/12/09
Subtask I - 90% Review Package	11/19/09
<b>TASK 5 - QUALITY MANAGEMENT REVIEWS &amp; 100% COST OPINION</b>	<b>12/10/09</b>
<b>TASK 6 - BID DOCUMENTS PREPARATION &amp; COMPILATION</b>	<b>12/15/09</b>
<b>TASK 7 - BID PHASE SERVICES</b>	<b>3/10/10</b>
<b>TASK 8 -UNIT PRICE DETERMINATIONS (OPTIONAL TASK)</b>	<b>10/9/09</b>
<b>Task 9 –MICROWAVE RADIO TOWER DESIGN (OPTIONAL TASK)</b>	<b>Same as Task 3, Subtask A, and Task 4, Subtask A.</b>

**City of Wichita**  
**City Council Meeting**  
April 7, 2009

**TO:** Mayor and City Council

**SUBJECT:** Aquifer Storage and Recovery Phase II – Recharge Wells  
Supplemental Agreement

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Supplemental Agreement No. 2 with Burns & McDonnell Engineering Company, Inc. to complete the Professional Services Agreement for the recharge and recovery wells final design and bidding services.

**Background:** On July 10, 2007, the City Council approved and instructed Staff to proceed with the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR) Project. On July 1, 2008, the City Council approved the Professional Services Agreement with Burns & McDonnell for 30-percent design services for the recharge and recovery wells.

**Analysis:** Requests for Proposals were issued for engineering services for five projects associated with Phase II of the ASR Project, including design of twenty-six (26) recharge recovery wells. The Request for Proposals specified that the initial engineering services agreement would be for a 30-percent design. The Staff Screening and Selection Committee met on March 28, 2008, and reviewed the information in the proposals and presentations from CDM and CH2M Hill. After reviewing, the committee awarded the Contract to Burns & McDonnell, who was the main subcontractor to CDM on this project.

The 30-percent design has been completed and Staff has determined that the project will proceed as a conventional design-bid-build project. This Supplemental Agreement authorizes Burns & McDonnell to complete the design of the wells and provide bidding services.

**Financial Considerations:** The estimated cost for the final design and bidding services is \$1,780,215. Funding is available in CIP W-549, Water Supply Plan, which has adequate funding available for these services.

**Goal Impact:** The project will help ensure efficient infrastructure by providing for the development of future water supplies.

**Legal Considerations:** The Supplemental Agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council: 1) approve the Supplemental Agreement; and 2) authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 2 with Burns & McDonnell Engineering, Inc.

SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN  
THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"  
AND  
BURNS AND McDONNELL ENGINEERING COMPANY, INC. HEREINAFTER CALLED  
"DESIGNER"  
FOR  
FINAL DESIGN AND BIDDING SERVICES FOR RECHARGE WELLS AS PART OF  
PHASE II OF THE ASR PROGRAM – ASSOCIATED WITH THE INTEGRATED LOCAL  
WATER SUPPLY PLAN IMPLEMENTATION

**WITNESSETH:**

WHEREAS, there now exists an agreement between the two parties covering preliminary design services for the recharge wells to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the DESIGNER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

DESIGNER shall perform Final Design and Bidding Services as described in Exhibit A, Scope of Services. The estimated budget for these services is summarized in Exhibit B.

**B. PAYMENT PROVISIONS**

Payment to the DESIGNER for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

**C. PROJECT SCHEDULE**

The project schedule for these services is summarized in Exhibit C.

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement No. 2 as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009.

CITY OF WICHITA

By: \_\_\_\_\_  
Carl Brewer, Mayor

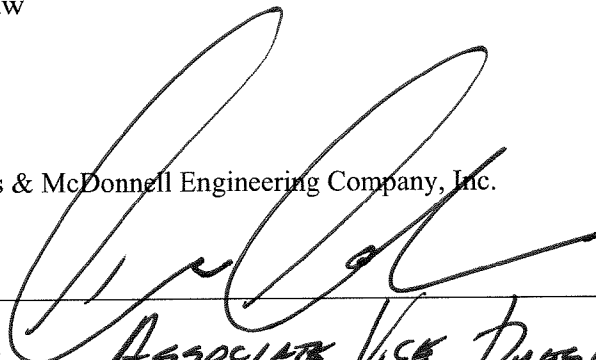
ATTEST:

By: \_\_\_\_\_  
Pat Burnett, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Gary Rebenstorf, Director of Law

Burns & McDonnell Engineering Company, Inc.

By:   
Title: ASSOCIATE VICE PRESIDENT

## **EXHIBIT A – SCOPE OF SERVICES**

### **ASR Phase II Recharge Well / Control Building – Projects 1 & 2 Design Completion / Bid Phase Scope of Work City of Wichita, Kansas**

**March 6, 2009**

#### **RECHARGE/RECOVERY WELLS**

The following scope of work clarifies and describes the project and associated project tasks to be performed and completed by the Designer for the ASR Phase 2 – Recharge/Recovery Well (RRW) Project. Work includes engineering services associated with the final design of 20 new RRWs, four redrills at existing sites, use of six existing RRWs in the Equus Beds Well Field, two chlorination stations, and reconstruction of recharge basin RB36. Six of the wells will be located at new well sites. The RRWs and RB36 will be constructed for a recharge capacity of 30 MGD. Well sites are as described in the Preliminary Design Report (PDR). Project 1 covers well design and bid phase and Project 2 covers design and bid phase for the control buildings, chlorination facilities, and recharge basin 36.

Upon receipt of notice to proceed, Designer will conduct final design phase and bid phase services for Projects 1 and 2.

#### **SCOPE OF WORK**

The scope of work presented below describes the base level of services for this project by project task. Where referenced, “City” shall mean City and City’s Representative. Design will include the work described herein and is based on the Recharge Well PDR. One construction contract will be issued to one prime contractor for Project 1 and one construction contract will be issued to one prime contractor for Project 2.

The Preliminary Design will comply with the requirements of the Program Engineering Guidelines dated May 13, 2008 and the Program Management Manual dated July 8, 2008. Additional work effort, if required, shall be addressed by supplemental agreement.

#### **RECHARGE WELL PROJECT**

##### **Task 1: Project Management and Coordination**

Project management of the design phase covers update of the project management plan and its sub-elements, monthly reports, meetings, workshops and internal and external coordination for Projects 1 and 2.

##### **Task 1.1 Project Management Plan**

Objectives: The Project Management Plan (PMP) is a dynamic plan that will be updated prior to start of work and continue to be updated throughout the project to reflect progress and changes. This PMP will be updated in collaboration with the Program Manager and will be consistent with the Program Management Plan.

#### **Task 1.1.1 Project Work Plan**

Objectives: A project work plan will be developed based on the project scope of work. This work plan will present clearly defined tasks for the project; and the objectives, manpower requirements, schedule, and budget. A flow chart will be developed showing interdependencies between tasks with a list of inputs required to perform each task, activities that will occur during the task, and the deliverables that will be provided. The work plan will be tied to the project schedule. As part of the work plan, a budget tracking system will be developed.

#### **Task 1.1.2 Schedule**

Objectives: A detailed project schedule will be developed. The initial schedules will be developed for review and comment by the City. The schedule will be based on the project work plan and will identify the interactions and interdependencies between the project components. The schedules will be modified and updated monthly. Microsoft Project scheduling software will be used for developing and maintaining the project schedule.

#### **Task 1.1.3 Quality Control Plan**

Objectives: The following items are included as part of Designer's quality management procedures.

- QA/QC Checking Procedures – Quality checking procedures will follow established Burns & McDonnell QA/QC protocol.

#### **Task 1.1.4 Communications Plan**

Objectives: A communications plan will be developed that outlines protocols and measures to keep all parties informed and involved throughout the project. The Communications Plan will address project meetings and meeting minutes; written, verbal, and electronic communications; project filing; and progress reporting.

- Project Meetings. Regularly scheduled meetings will be conducted for 9 months to update the City on the status of work, helping to keep the project moving in a focused direction. Minutes of each meeting will be prepared and submitted within one week of the meeting.
- Action Items List and Outstanding Items List. Dynamic lists of action items and outstanding issues will be maintained throughout the project. Responsible individuals and dates for completion will be provided on the Action Items List. Outstanding issues will be "frozen" once a decision has been made so the item is not continually revisited.
- ASR Program Central Website. Designer will use the ASR Program Central website established and managed by the Program Manager specifically for this project. This website will be used for purposes of posting communications and project deliverables.

City Inputs:	Provide comments on Project Management Plan Review Action Items List and Outstanding Items List
Activities:	Project Management Plan Review Meeting Progress Meetings
Deliverables:	One electronic copy of the Project Management Plan, including: Project Work Plan Project Schedules Quality Control Plan Communications Plan

### **Task 1.2: Monthly Project Status Reports**

Objectives: Designer will submit monthly status reports to the Program Manager that provide a written status of work for each project task. Each report will be provided on forms provided by the Program Manager and will contain budget expended, schedule updates, percent complete by task and deliverable, and accomplishments.

City Inputs:	na
Activities:	Progress meetings
Deliverables:	Electronic copies of monthly status reports

### **Task 1.3: Project Meetings and Workshops**

Objectives: Regularly scheduled meetings will be conducted to update the City on the status of work, helping to keep the project moving in a focused direction for a 9-month period. Designer will present work performed, solicit information and ideas, answer questions from City, and update schedules and deliverables. Minutes of each meeting will be prepared by the Designer.

Manager meetings between the Designer's Project Manager and the City's Program Manager to provide updates on work performed, upcoming tasks, and schedules will also be scheduled.

Workshops with City staff can be conducted to cover specific project issues. These workshops will be up to four hours in length, facilitated to make critical decisions related to the project.

City Inputs:	Meeting Attendance Program Manager Meeting Minutes Project Manager Meeting Minutes
Activities:	Project Initiation Meeting (1) Monthly Program Manager Meetings (9) Design Coordination Meetings (2) 60% Design Review Workshop 90% Design Review Workshop

Deliverables: Design Meeting Minutes  
Coordination Meeting Minutes  
Workshop Meeting Minutes

#### **Task 1.4: Internal Design Coordination**

Objectives: Manage and coordinate internal completion of the design process.

City Inputs: Responses to questions

Activities: Management and coordination

Deliverables: Memorandums as needed

#### **Task 2: Public Relations Support**

Objectives: Participate in the public relations efforts including attending meetings with adjacent landowners, preparation of public relations presentation materials, and attending up to two public relations meetings and functions. The fee estimate for this task is an estimate of the required budget. If additional time is required to complete this task, an amendment may be required.

City Inputs: Guidance related to the involvement of the design team and public relations presentation materials needed  
Two weeks' notice of scheduled public meetings requiring Designer's attendance

Activities: Public relations meetings (2)  
Development of public relations presentation materials

Deliverables: PowerPoint Presentation Materials

#### **Task 3: Survey Coordination**

Objectives: A topographical survey has been conducted of the recharge recovery well sites, RB36 site, and chlorination building sites to provide 1-foot contours. Research and field survey has been performed to add any land ownership, county right-of-way, existing easements, City land ownership, potential utility, road, railroad, and stream crossings, and areas of known environmental and cultural significance to the survey as required.

City Inputs: All required survey information

Activities: Coordination of survey requirements  
Review of surveys  
Survey Coordination with Other Designers

Deliverables: None



#### **Task 4: Architectural Rendering**

Objectives:	Prepare an architectural rendering of the recharge well building and chlorination building for City review.
City Inputs:	Review of renderings
Activities:	Prepare renderings
Deliverables:	two architectural rendering

#### **Task 5: Front-end Specifications**

Objectives: Prepare two sets of front-end specifications for Projects 1 and 2, respectively, for City review. A list of the specifications is included in Appendix A. All specifications will be prepared in six digit CSI format per Addendum 2 of the Program Engineering Guidelines dated January 28, 2009.

City Inputs:	Review of the specifications
Activities:	Prepare specifications and complete internal Q5 of those specifications
Deliverables:	Front-end specifications

#### **Task 6: Permitting Support**

Objectives: Provide assistance to City in permitting and regulatory coordination efforts required to successfully complete the design of the recharge recovery well portion of the project. This assistance will include attending meetings and providing design information to the City. Entities that will likely be involved in the ongoing permit process include:

- Kansas Division of Water Resources (KDWR)
- Kansas Department of Health and Environment (KDHE)
- Groundwater Management District #2 (GMD2)
- Harvey County – floodplain development permits

All project planning, design, construction and operating decisions will be scrutinized for compatibility with the ongoing update to the Environmental Impact Statement (EIS).

City Inputs:	Permit development and review Signatory for Permits Provide permits to agency
Activities:	Provide information to City for permit completion Attend Groundwater Management District No. 2 Meetings (24)
Deliverables:	Harvey County Floodplain Development permits

## **Task 7: Final Design – Recharge Wells and Monitoring Wells**

Objectives: Prepare final design for 20 recharge recovery wells and review the design of the four City redrills, 60 recharge piezometers (30 shallow and 30 deep), 12 recharge compliance monitoring wells (six shallow and six deep) at each of six compliance monitoring sites.

Complete plans and specifications for 20 recharge wells as detailed in the PDR. Plans will be reviewed with City and a workshop conducted at the 90% complete level. Well designs submitted by Clarke Well and Equipment for the four redrills will be evaluated and comments provided to the City.

Production, redevelopment and recharge capacities are estimated based on pilot hole logs, hydrogeologic sample, and lab tests and cannot be guaranteed.

Complete plans and specifications for 60 piezometers and 12 monitoring wells. Plans will be reviewed with City and a workshop conducted at the 90% complete level.

A list of anticipated plans and specifications is listed in Appendix A.

City Inputs:	Design reviews
Activities:	Design plans and specification development 90% Design Review Workshop
Deliverables:	Contract documents - design plans and specifications

## **Task 8: Final Design – Recharge Wells and Chlorination Sites**

Objectives: Prepare one final design for each of the following control buildings – recharge recovery well, offset well, two-tote chlorination, and four-tote chlorination. The recharge recovery well control building design will be used for 26 sites and the offset well control building design will be used at four sites. Design can vary between the wells based on the PDR test hole evaluation, final well installation and testing, range of recharge rates at different groundwater levels, and recovery rates. Design includes all disciplines – architectural, civil, electrical, power from overhead lines to building, geotechnical, hydrogeological, mechanical, process and structural. All specifications will be prepared in six digit CSI format per Addendum 2 of the Program Engineering Guidelines dated January 28, 2009.

Recharge Recovery Well Control Building – the final PDR will serve as the design guide for the architectural, electrical, mechanical, process and structural elements of the building, piping and valves, power, controls and instrumentation. Recharge, recovery and redevelopment rates provide the design basis for let-down tube diameter and diameter of the pipes, valves, meter and fittings. All well buildings will be located to maintain the fan on the back side of the building. The location of the waterline connection will be shifted to maintain a typical site and building arrangement.

Offset Well Control Building - the final PDR will serve as the design guide for the architectural, electrical, mechanical, process and structural elements of the building, piping

and valves, power, controls and instrumentation. Recharge and recovery and redevelopment rates provide the design basis for let-down tube diameter and diameter of the pipes, valves, meter and fittings. Based on the well location, distance to the well, and final design parameters, pipe diameter to the existing offset wells and the connection detail will be finalized for each of the four wells.

Two-Tote Chlorination Building – this building will be located at MR1 and will provide periodic liquid hypochlorite chlorine for maintenance of the raw water lines. The facility is expected to operate one or two days a month. Final design will be based on the design parameters detailed in the PDR.

Four-Tote Chlorination Building – this building will be located at RR59 and will provide periodic liquid hypochlorite chlorine for maintenance of the raw water lines. The facility is expected to operate a few days a month. Final design will be based on the design parameters detailed in the PDR. This building will be included in the site plan with RR59 and the recharge surge tank.

Process site layouts will be completed for the 31 sites based on the civil site plan discussed below. These will include the building orientation, SCADA antenna, waterlines, monitoring wells and cable, future recharge tube casings, and power.

Civil site plans will be developed for each of the 31 sites and include grading, erosion control, rock access / drive /parking, security fence, and generator pad (29 well sites only, one for the two tote chlorination building and one for RR59 plus a four tote chlorination building and the recharge surge tank (by others)). The recharge surge tank at site RR59 will be designed by others as part of the pipeline project.

A list of anticipated plans and specifications is listed in Appendix A.

City Inputs:	Design reviews
Activities:	Design plans and specification development 60% Design Review Workshop 90% Design Review Workshop
Deliverables:	Contract documents - design plans and specifications

#### **Task 9: Design of Recharge Basin 36**

Objectives: Prepare final design for the renovation of RB36 including demolition of existing facilities, regrading to create a U-shaped basin, control building, and stilling basin to shear energy at the inlet of the recharge basin. The basin controls will be designed to allow two modes of operation: recharge up to the maximum recharge rate and maintenance of water level in the recharge surge tank. An estimate of the maximum recharge rate was not included in the PDR scope. Design includes all disciplines – architectural, civil, electrical, geotechnical, hydrogeological, mechanical, process and structural. All specifications will be prepared in six digit CSI format per Addendum 2 of the Program Engineering Guidelines dated January 28, 2009.

Basin Control Building – Design criteria will be determined for the architectural, electrical, mechanical, process and structural elements of the building, piping and valves, power,

controls and instrumentation. Recharge rate and flow rates required to maintain recharge tank level will be determined. This will require coordination with the pipelines project and is included in Task 11.

Process site layouts will be completed for the sites based on the civil site plan discussed below. These will include the building orientation, SCADA antenna, waterlines, monitoring wells and cable, future recharge tube casings, and power.

Civil site plans will be developed for the site and include grading, erosion control, rock access / drive /parking, security fence, basin access, and geoweb/concrete slope protection.

City Inputs:	Design reviews
Activities:	Design plans and specification development
Deliverables:	Contract documents - design plans and specifications

#### **Task 10: Raw Water Hydraulic Model Update / Pump Design**

Objectives: Based on the acceptance tests of the 30 wells, update the recharge, recovery and redevelopment pump rates from each of the 30 wells. This information will be used to update the raw water model for design and operation modeling. It is essential that this valuable tool be updated as the ASR program is implemented.

Based on the acceptance tests for the 30 wells, update and use the model to refine control building design criteria and pump design points. Use the model to run specific pump curves during design to confirm system operation parameters including pressure, flow, valve modulation and potential for cavitation. This task covers only the modeling effort; design time is included in other tasks.

City Inputs:	Design reviews
Activities:	Model update and pump verification
Deliverables:	Model runs with pump curves for acceptable manufacturers

#### **Task 11: Pipeline Cleaning MR44 and MR47**

Objectives: Evaluate and determine methods to remove sand from the existing water lines to MR44 and 47.

City Inputs:	Data on pipelines
Activities:	Evaluate and specify sand removal Prepare contract drawings
Deliverables:	Contract drawings and specifications as part of the overall project construction documents

## **Task 12: Coordination with Other Projects**

Objectives: As the Recharge Well Project is one of four ASR projects and will require coordination with all components for recharge water, well production, power, and control, extensive coordination will be required with other Designers and the City.

Coordinate with other Designers and the City for key points of coordination as listed below:

- Electrical power connection point
- Emergency power
- MCC and SCADA panels
- SCADA antenna
- Controls and programming
- Waterline connection point
- Surge tank at RR59

City Inputs:	Design reviews, coordination, definition of responsibility, and connection points
Activities:	Coordination and information sharing with other Designers and City Coordination Workshops (6)
Deliverables:	Design information for well and control buildings and chlorination buildings

## **Task 13: Q6 Reviews**

Objectives: Complete final quality review of the construction documents.

Quality reviews, BMcD Q3 and Q4 are completed as part of design detailed in Tasks 7, 8 and 9 and Q5 as part of Task 5. Q6 is the final BMcD review completed for constructability and consistency after all other reviews have been completed.

City Inputs:	Review comments prior to Q6
Activities:	Final quality review – Q6
Deliverables:	Completed Q6 review form

## **Task 14: Answer Bid Questions / Addendums**

Objectives: Work with City to respond to questions from potential bidders and issue Addenda as necessary during bid phase.

During the Project 1 and 2 bid phases, potential bidder's questions and requests will be answered and Addendums issued as required. It will be essential to work with City to respond to questions from potential bidders and issue Addendums as some questions could impact other projects.

City Inputs:	Responses to questions and addendum review
Activities:	Responses to questions and addendum development
Deliverables:	Addendums and clarifications

#### **Task 15: Develop Designer's Opinion of Construction Cost**

Objectives: Develop the Designer's opinion of construction cost for bid opening.

During bid phases, the Designer's opinion of construction cost for the final contract documents and alternates will be developed. The Designer's opinion of construction cost will be provided to the City for use during the bid opening.

City Inputs:	Designer's opinion of construction cost review
Activities:	Finalize Designer's opinion of construction cost
Deliverables:	Designer's opinion of construction cost

#### **Task 16: Attend Bid Opening and Evaluate Bids**

Objectives: Assist City during the bid opening and bid evaluation.

Attend the bid openings for Project 1 and 2 with the City. Assist City in the review and evaluation of the bids.

City Inputs:	Bid review
Activities:	Attend pre-bid meetings Assist in bid reviews
Deliverables:	Letter recommending award

#### **General Contingency**

Objectives: Costs provided for contingency are available for use upon written authorization only.

#### **Optional Engineering Services - Support of Model Peer Review**

Objectives: Provide model to independent peer reviewer and assist with questions during review process.

City Inputs:	Coordination
Activities:	Provide model and answer questions
Deliverables:	None

**Appendix A**  
**List of Construction Plans and Specifications**

**Plans:**

**Project 1:**

<u>Item</u>	<u>No. of Sheets</u>
Cover	1
Index	1
<b>Civil:</b>	
RB36 Erosion Control Plan and Details	1
RB36 Civil Details	2

**Process:**

Process Legend	1
Recharge/Recovery Well Details and Piezometer/Compliance	2
Monitoring Well Details	
Compliance Monitoring Well Locations	1
Pipeline details	2

**Project 2:**

<u>Item</u>	<u>No. of Sheets</u>
Cover	1
Index	1
<b>Architectural:</b>	
Architectural Index and legend	1
RRW Building – In-line Well	1
RRW Building – Offset Well	1
RB36 Control Building	1
Chlorine Building at MR1	1
Chlorine Building at RR59	1
Door, Schedule, and Details	1
CMU Reinforcing Notes and Details	1
<b>Civil:</b>	
RB36 Site Demo Plan	1
RB36 Site Grading Plan	1
RB36 Cross Sections	1
RB36 Erosion Control Plan and Details	1
RB36 Civil Details	2
Site Plan Chlorine Building at MR1	1
Wells Site Plan	30
Well Site Plan Details	2
<b>Electrical:</b>	
Electrical Legend	1
30 RRW Site Plans	30
Chlorine Facility Electrical Site Plan	1
Recharge Basin 36 Electrical Site Plan	1
One-line Diagrams Sheet No. 1	1
One-line Diagrams Sheet No. 2	1
Panelboard Schedules Sheet No. 1	1
Panelboard Schedules Sheet No. 2	1
RRW Building New Well Electrical Plan	1
RRW Building Offset Well Electrical Plan	1



Chlorine Building Electrical Plan	1
Recharge Basin 36 Control Building Electrical Plan	1
Communication Diagram	1
Control Diagrams Sheet No. 1	1
Control Diagrams Sheet No. 2	1
PLC I/O Diagram Sheet No. 1	1
PLC I/O Diagram Sheet No. 2	1
PLC I/O Diagram Sheet No. 3	1
PLC I/O Diagram Sheet No. 4	1
RRW PLC/SCADA Panel Power Diagram	1
Chlorine Building PLC/SCADA Panel Power Diagram	1
Recharge Basin 36 PLC/SCADA Panel Power Diagram	1
Miscellaneous Details Sheet No. 1	1
Instrument Details	1
P&ID Drawings	1
Loop Diagrams	1
Panel Elevations	1
Network and Server Room Rack Drawings	1
<b>Mechanical:</b>	
Mechanical Legend	1
Control Building, HVAC and Plumbing	1
Chlorine Feed Buildings at MR1 and RR59, HVAC and Plumbing	1
Chlorine Feed Buildings at MR1 and RR59, HVAC and Plumbing	1
Plumbing Details, Sections and Risers	1
Fire Protection Plan, Chlorine Feed Buildings	1
HVAC Details and Sections	1
Equipment Schedules and Control Diagrams	1
<b>Process:</b>	
Process Legend	1
RRW control building	27
Offset control building	4
Let down tube connection to ex. RRW (6 wells)	1
Chlorine Building at MR1	1
Chlorine Building at RR59	2
Well Building Site Layout (30 wells (includes RR59) and MR1)	1
Pipeline details	2
<b>Structural:</b>	
Structural Legend	1
RRW Control Building Foundation & Floor Plan, Sections & Details	1
Offset Well Control Building Foundation & Floor Plan, Sections & Details	1
Four Tote Chlorination Building Foundation & Floor Plan, Sections & Details	1
Two Tote Chlorine Building Foundation & Floor Plan, Sections & Details	1
RB36 Control Building Foundation & Floor Plan, Sections & Details	1
Misc. Sections & Details	1
RB36 Stilling Basin and Details	1
Masonry Notes & Standard Details	1
Miscellaneous Structures	1
Standard Details	2

**List of Specifications:**

**Project 1:**

000050 – Index and Certification Page

**DIVISION 0 – BIDDING REQUIREMENTS AND CONTRACT REQUIREMENTS**

001200 – Invitation to Bid

001400 – Bidder's Qualification Statement

002000 – Instructions to Bidders

004000 – Bid Form

004100 – Bid Bond

005000 – Agreement Between City and Contractor

006100 – Performance Bond

006120 – Maintenance Bond

006150 – Bond to State of Kansas

007000 – General Conditions

**DIVISION 1 – GENERAL REQUIREMENTS**

011100 – Summary of Work

013100 – Project Coordination and Meetings

013200 – Construction Progress Schedules and Reports

013300 – Submittals

014400 – Quality Requirements

014200 – Definitions and Standards

015200 – Field Offices and Sheds

015300 – Temporary Barriers and Controls

015600 – Temporary Utilities and Facilities

016000 – Equipment and Materials

016310 – Substitutions

017500 – Manufacturer's Field Services

017800 – Contract Closeout

017850 – Warranties

**DIVISION 2 – SITE CONSTRUCTION**

022200 – Demolition

023010 – Site Preparation and Earthwork (short form)

025210 – Water Well Drilling, Construction and Testing

025220 – Piezometer and Monitor Well Drilling and Construction

027020 – Crushed Rock Base and Surface Course

029200 – Lawns

**Project 2:**

00005 – Index and Certification Page

**DIVISION 0 – BIDDING REQUIREMENTS AND CONTRACT REQUIREMENTS**

001200 – Invitation to Bid

001400 – Bidder's Qualification Statement

002000 – Instructions to Bidders

004000 – Bid Form

004100 - Bid Bond  
005000 – Agreement Between City and Contractor  
006100 – Performance Bond  
006120 – Maintenance Bond  
006150 – Bond to State of Kansas  
007000 – General Conditions

#### DIVISION 1 – GENERAL REQUIREMENTS

011100 – Summary of Work  
013100 – Project Coordination and Meetings  
013200 – Construction Progress Schedules and Reports  
013300 – Submittals  
014400 – Quality Requirements  
014200 – Definitions and Standards  
015200 – Field Offices and Sheds  
015300 – Temporary Barriers and Controls  
015600 – Temporary Utilities and Facilities  
016000 – Equipment and Materials  
016310 – Substitutions  
017500 – Manufacturer’s Field Services  
017800 – Contract Closeout  
017850 – Warranties

#### DIVISION 2 – SITE CONSTRUCTION

022200 – Demolition  
023010 – Site Preparation and Earthwork (short form)  
023220 – Trenching and backfilling for utilities  
025100 – Pressure pipe  
025150 – Utility valves and accessories  
025320 – Utility structures  
025350 – Pipe installation  
026300 – Storm Drainage System  
027020 – Crushed Rock Base and Surface Course  
029200 – Lawns

#### DIVISION 3 – CONCRETE

031000 – Concrete Formwork  
032000 – Steel Reinforcement  
033000 – Concrete

#### DIVISION 4 – MASONRY

042000 – Masonry (Review & Input Only)  
048100 – Unit Masonry Assemblies

#### DIVISION 5 – METALS

051200 – Structural Steel  
052100 – Steel Joists  
053120 – Metal Roof Deck

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

071150 – Bituminous Dampproofing  
074110 – Metal Roof Panels  
077210 – Prefabricated Road Curbs  
077220 – Roof Scuttles  
079200 – Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

088100 – Steel Doors and Frames  
087000 – Finish Hardware

DIVISION 9 – FINISHES

099000 – Protective Coatings

DIVISION 10 – SPECIALTIES

102000 – Architectural Louvers  
105220 – Fire extinguishers and Accessories

DIVISION 11 – EQUIPMENT

112140 – Submersible Vertical Turbine Pump  
112440 – Sodium Hypochlorite Feed System

DIVISION 13 – SPECIAL CONSTRUCTION

132090 – Fiberglass Underground Waste-Holding Tanks  
139150 – Fire Suppression Piping

DIVISIONS 21 - 23 – MECHANICAL

230500 – Basic Mechanical Materials and Methods  
230550 – Motors  
230600 – Hangers and Supports  
230750 – Mechanical Identification  
230800 – Mechanical Insulation  
221100 – Valves  
221400 – Domestic Water Piping  
221500 – Sanitary Waste and Vent Piping  
221550 – Sanitary Waste Piping Specialties  
224100 – Plumbing Fixtures  
214120 – Emergency Plumbing Fixtures  
237670 – Propeller Unit Heaters  
238150 – Metal Ducts  
238160 – Nonmetal Ducts  
238380 – Power Ventilators  
238550 – Diffusers, Registers and Grilles  
239000 – HVAC Instrumentation and Control  
239500 – Testing, Adjusting and Balancing

DIVISION 26 – ELECTRICAL

260100 – General Requirements  
261110 – Conduit, Fittings and Accessories  
261200 – Wire, Cable, and Accessories  
261500 – Motors and Accessories

264500 – Grounding  
264600 – Pad-Mounted Transformers  
264620 – Panelboards and Small Transformers  
264800 – Motor Control Centers  
265000 – Lighting Devices, Switches, and Receptacles  
266200 – Emergency Power Generator  
267500 – Radio SCADA System and Equipment  
269000 – General Requirements – Instrument & Controls  
269010 – Control Panels  
269020 – Measuring and Controlling Instruments and Loops  
269040 - Description of Operation  
269500 – Field Testing

**ASR Phase II - RECHARGE WELLS  
Wichita, KS  
FEE SUMMARY**

<b>BASE ENGINEERING SERVICES</b>		
Task 1	Project Management & Coordination	\$237,772
Task 2	Public Relations Support	\$28,346
Task 3	Coordinate Site Survey	\$8,353
Task 4	Architectural Rendering/Approval	\$21,930
Task 5	Specifications - Front End	\$33,386
Task 6	Permit Assistance	\$65,160
Task 7	Design - RRWs and MWs:	\$65,456
Task 8	Design - RRWs/Site/Chlorine Bldg:	\$664,208
Task 9	Design RB36:	\$182,214
Task 10	Hydraulic model update / pump design	\$39,047
Task 11	Pipeline Cleaning MR44 and MR47	\$15,326
Task 12	Coordination with other projects	\$89,626
Task 13	Q6 Reviews	\$57,525
Task 14	Answer Bid Questions	\$45,386
Task 15	Opinion of Probable Cost	\$34,073
Task 16	Attend Bid Opening and Evaluate Bids	\$12,388
	<b>BASE ENGINEERING SERVICES TOTAL</b>	<b>\$1,600,195</b>
	General Contingency	\$160,020
	<b>CONTINGENCY TOTAL</b>	<b>\$160,020</b>
	<b>COST SUMMARY</b>	
	Base Engineering Services	\$1,600,195
	Optional Engineering Services	\$20,000
	Contingency	\$160,020
	<b>NOT-TO-EXCEED TOTAL</b>	<b>\$1,780,215</b>



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CITY OF WICHITA  
2009

"CITY'S ORIGINAL"

Agmt. No. 006083019

**A G R E E M E N T**

Kansas and Oklahoma Railroad Company  
Crossing Signals and Gates

Project No. 87 X-2685-01  
RRP-X268(501)  
Sedgwick County, Kansas

Agreement between the Kansas and Oklahoma Railroad Company, the City of Wichita, Sedgwick County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Kansas and Oklahoma Railroad Company, a corporation, hereinafter referred to as the "Company", the City of Wichita, Sedgwick County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #015159N) on Kay Street in the City of Wichita, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-2685-01; RRP-X268(501) and more particularly described as follows:

at the intersection of Kay Street and the Company's tracks approximately 1800 feet west and 1200 feet south of the Northeast Corner of Section 36, Township 27 South, Range 1 West, in the City of Wichita, Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, sales tax, users



tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Metro Engineer at Wichita, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's District Engineer of the date that work on the project is to be resumed.

5. The Company will remove the existing crossbucks and will install the new straight post signals and gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

6. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

7. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

8. The Company will submit to the Secretary's Metro Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the Secretary and/or Federal Highway

Administration. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are declared by the Secretary and/or Federal Highway Administration to be ineligible for participation in Federal Funds.

9. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

10. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

11. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

12. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

DEBRA L. MILLER  
SECRETARY OF TRANSPORTATION

BY:

DANIEL L. SCHERSCHLIGT, P.E.  
DIRECTOR OF ENGINEERING  
AND DESIGN

KANSAS AND OKLAHOMA RAILROAD  
COMPANY

BY:



TITLE:

COO-Cert. 1 Ryan

ATTEST:

THE CITY OF WICHITA

CITY CLERK

TITLE:

(PRESIDENT OF GOVERNING BODY)

Approved as to form:  
603 E. Helmsdorf/HLS

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**PROPOSAL**

Page No. 1 of Pages 1

**C.D.L. ELECTRIC COMPANY**

Commercial and Industrial Wiring Traffic Railroad

Signal Installations &amp; Maintenance

201 N JOPLIN ST

PITTSBURG, KS 66762

(620) 231-6420 OR (800) 392-4942 FAX (620) 231-6421

PROPOSAL SUBMITTED TO Kansas & Oklahoma Railroad	PHONE (620) 231-2230	DATE 11/15/2007
STREET 315 W 3 <sup>rd</sup> St	JOB NAME RRP - 117	
CITY, STATE and ZIP CODE Pittsburg, KS 66762	JOB LOCATION Kay Street Wichita, KS	
	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

A new control shelter with prediction type circuitry and flashing light / gate signals are proposed.

Signal assemblies will include automatic gates with 12" LED light units, bells and signs. New conduits will be required and furnished under the road and track. Guardrail has not been included in this proposal. After the installation of signal equipment, dress stone and grass seed will be placed to properly complete the installation. If commercial AC power is not available within the proximity of the proposed control shelter location, then additional charges may be incurred for the connection of and AC meter service to the local utility. Any additional charges or expenses of this type will be the responsibility of others.

Any overhead or underground utilities that may interfere with the installation or operation of the proposed signal system must be relocated at the expense of others. CDL Electric, Incorporated will not be responsible for cost, labor, or material required to relocate utilities at this location.

The price breakdown is as follows:

Material: \$103,943.00, Labor: \$43,063.00 Equipment: \$18,852.00 Tax \$ 12,107.63.  
Total cost is \$177,965.63

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

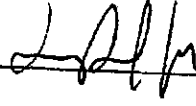
One hundred seventy - seven thousand, nine hundred sixty-five dollars and .63/100 \$ (177,965.63)

Payment to be made as follows:

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized  
Signature: 

Note:

This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



## HIGHWAY/RAILROAD GRADE CROSSING SIGNAL SYSTEM

PROJECT: RRP-117  
 ROAD NAME: KAY STREET  
 LOCATION: WICHITA  
 STATE: KS  
 RAILROAD: K&O  
 AAR/DOT: 015 159 N

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
TRAIN DETECTION DEVICE (PREDICTOR)	1	EA
SOLID-STATE XING CONTROLLER, SSCCIII, 40 AMP	1	EA
SURGE PANEL ASSMBLY, FOR ST SSCCIII	1	EA
CHARGER, BATTERY NRS 12/20, 20 AMP	1	EA
CHARGER, BATTERY NRS 12/40, 40 AMP	1	EA
BATTERY, ELM-240, 250 A.H., EXIDE	6	CL
BATTERY, ELM-340, 363 A.H., EXIDE	7	CL
SHUNT, NARROW BAND	4	EA
ARRESTERS	1	LT
EQUALIZER	1	LT
RESISTOR, ADJUSTABLE. 15 WATT - VARIOUS SIZE	1	EA
TRAY, BATTERY, PLASTIC TYPE	4	EA
MDSA-1, MOTION DETECTOR SURGE ARRESTER	1	EA
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 2W LEDS	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"/5" MTG.	2	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ)	2	EA
LIGHT KIT FOR GATE ARM 4" INCANDESCENT (10V-25W)	2	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
GATE-GARD, SWING-A-WAY GATE ARM DEVICE	2	EA
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	40	FT
CLAMP, PVC CABLE KEEPER FOR 7/16" DIAMETER CABLE W/ 2HOLES	20	EA
GROUND CLAMP, FOR SIGNAL MAST (3" TO 12" DIA.) WITH 96" LEAD	2	EA
GROUND ROD, COPPER, 3/4" DIAMETER, 8' LENGTH - POINTED	6	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	12	EA
ONE-SHOT CABLE TO GROUND ROD CONNECTOR, 3/4" ROD TO #6 (3 CON)	6	EA
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPINDICULAR	12	EA
SLEEVE COMPRESSION TYPE, 3/16" BOND STRAN TO #6 SOLID	6	EA
BOND, WELD TYPE RAIL BOND	1	LT
WIRE, #10 AWG D.E.L. FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 9 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 5 COND. NO. 6 AWG SOLID	1	LT
CABLE, U.G. AC 3 COND. NO. 6 AWG SOLID (MIN.)	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
LOCK, HEX-HEAD	5	EA
INSULATED RAIL JOINT FOR SWITCH	4	EA
INSULATED GAGE PLATE FOR SWITCH	1	EA
INSULATED SWITCH ROD	2	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS		

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for the Installation of Railroad Signals on Kay Street between St. Paul and Catherine (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** Representatives of the City, State, and Railroad Company reviewed the railroad crossing on Kay Street between St. Paul and Catherine. As a result of this review, the installation of railway-highway crossing signals, flashing light straight post type and gates, was recommended at this location.

**Analysis:** The attached Agreement authorizes the recommended signal system installation. The Kansas & Oklahoma Railroad (K&O) will coordinate the installation of the signal system. The proposed signal installation work should have minimal impact to the existing traffic at this location.

**Financial Consideration:** The total cost of the proposed signal system improvements will be funded one hundred percent (100%) using Federal Section 130 Funds. The estimated cost of the railroad-highway signal improvement is \$177,966. The Agreement obligates the City to install and maintain the necessary advance warning signs and pavement markings (if required) at the crossing area. The advance warning signs are presently in place at this location.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic safety at a railroad crossing.

**Legal Consideration:** The Law Department has approved the Agreement as to legal form.

**Recommendation/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Location map and Agreement.

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for the Installation of Railroad Signals on Oliver, between K-96 and 37th St. North (District I)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** Representatives of the City, State, and Railroad Company reviewed the railroad crossing on Oliver, between K-96 and 37th St. South. As a result of this review, the installation of a LED light upgrade for the warning devices was recommended at this location.

**Analysis:** The attached Agreement authorizes the recommended signal system upgrade. The Union Pacific Railroad Company (UPRR) will coordinate the installation of the signal system upgrade. The proposed signal installation work should have minimal impact to the existing traffic at this location.

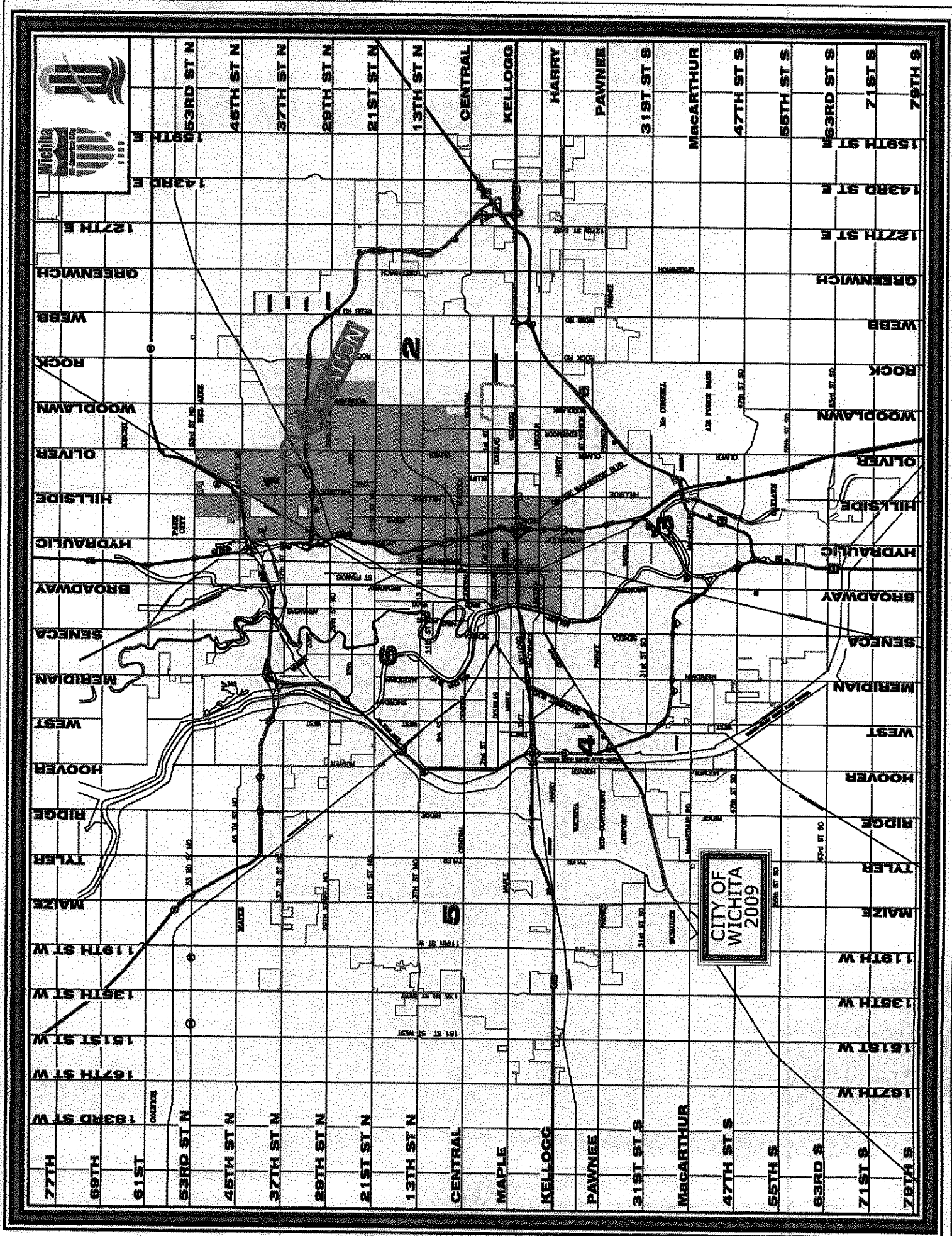
**Financial Consideration:** The total cost of the proposed signal system upgrade will be funded one hundred percent (100%) using Federal Section 130 Funds. The estimated cost of the signal improvements is \$16,797. The Agreement obligates the City to install and maintain the necessary advance warning signs and pavement markings (if required) at the crossing area. The advance warning signs are presently in place at this location.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic safety at a railroad crossing.

**Legal Consideration:** The Law Department has approved the Agreement as to legal form.

**Recommendation/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Location map and Agreement.



"CITY'S ORIGINAL"

Agmt. No. 006053071

**A G R E E M E N T**

Union Pacific Railroad Company  
LED lights Upgrade

Project No. 87 X-2436-01  
STP-X243(601)  
Sedgwick County, Kansas

Agreement between the Union Pacific Railroad Company, the City of Wichita, Sedgwick County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Union Pacific Railroad Company, a Delaware Corporation, hereinafter referred to as the "Company", the City of Wichita, Sedgwick County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of LED lights at a grade crossing (DOT #439346U) on Oliver Road in the City of Wichita, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-2436-01; STP-X243(601) and more particularly described as follows:

at the intersection of Oliver Road and the Company's tracks approximately 1000 feet of the Northeast Corner of Section 35, Township 26 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the LED light upgrade for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, sales tax, users

tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs and pavement markings.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's District Engineer, Mr. Robert Cook, Hutchinson, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's District Engineer of the date that work on the project is to be resumed.

5. The Company to install the new LED lights on the existing cantilever signals and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

6. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

7. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

8. The Company will submit to the Secretary's District Engineer, Mr. Robert Cook, Hutchinson, Kansas, a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to the total cost of the project, with the understanding that the Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are declared by the Federal Highway Administration to be ineligible

for participation in Federal Funds.

9. The Company shall have title to the signals and gates and crossing surface and at its own cost and expense will maintain the signals and gates and crossing surface and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

10. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

11. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

12. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

DEBRA L. MILLER  
SECRETARY OF TRANSPORTATION

BY:

G. DAVID COMSTOCK, P.E.  
DIRECTOR OF ENGINEERING  
AND DESIGN

UNION PACIFIC RAILROAD  
COMPANY

BY:

*John D. Horvath*

TITLE:

AVP ENGINEERING

ATTEST:

THE CITY OF WICHITA

CITY CLERK

TITLE:

*Approved as to form  
Day & Bevilacqua*

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

(Revised 07-29-1999)



hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

(Revised 07-29-1999)

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DATE: 2008-12-30

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2009-06-30

DESCRIPTION OF WORK:  
REPLACE 6 PAIR OF 12" INCANDESCENT LIGHTS W/12" LED LIGHT RETROFIT KITS  
AT OLIVER STREET IN WICHITA, KS. M.P. 479.33  
SIGNAL PROJECT MANAGER: GAIL NELSON 252-6233  
RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:  
SIGNAL - FEDERAL GOVERNMENT 100%

PID: 54412 AWO: 55917 MP,SUBDIV: 479.33, WICHITA  
SERVICE UNIT: 07 CITY: WICHITA STATE: KS

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			250		250		250
LABOR ADDITIVE 132.38%			330		330		330
TOTAL ENGINEERING			580		580		580
SIGNAL WORK							
BILL PREP			450		450		450
CONTRACT				168	168		168
LABOR ADDITIVE 132.38%			5573		5573		5573
PERSONAL EXPENSES				3000	3000		3000
SALES TAX				82	82		82
SIGNAL			4210	1684	5894		5894
TRANSPORTATION CHARGES				150	150		150
WZ TRAFFIC CONTROL				900	900		900
TOTAL SIGNAL			10233	5984	16217		16217
LABOR/MATERIAL EXPENSE			10813	5984			
RECOLLECTIBLE/UPRR EXPENSE					16797	0	
ESTIMATED PROJECT COST							16797
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

FORM 30-1  
 WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PAGE 04 MORE

RAILROAD: UPRR CO.  
 LOCATION: WICHITA, KS, OLIVER STREET, WICHITA IND  
 DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 54412  
 A.W.O. NO: 55917  
 W.O. NO:  
 B.I. NO: 06EN10  
 STATE: KS  
 VAL SEC: 1425

----- STOCK MATERIAL PLAN -----

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL \$
52126300	LED LGHT RTRPT KIT 12" UP260T12/W	93.60	18	EA	1685
TOTAL					1,685

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Staking in Wood North & Greenwich Business Center Additions (south of 29th Street North, west of 127th Street East) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Supplemental Agreement.

**Background:** The City Council approved the sewer improvements in Wood North & Greenwich Business Center Additions on February 5, 2008. On April 1, 2008 the City approved an Agreement with Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

**Analysis:** The proposed Supplemental Agreement between the City and Baughman provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$9,350 and will be paid by special assessments.

**Goal Impact:** This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of sewer improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 1, 2008  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 1, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **WOOD NORTH & GREENWICH BUSINESS CENTER ADDITIONS** (south of 29<sup>th</sup> Street North, west of 127<sup>th</sup> Street East).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING & AS-BUILT**

(as per the City of Wichita Standard Construction Engineering Practices)

**LATERAL 1, MAIN 26, FOUR MILE CREEK SEWER & MAIN 26, FOUR MILE CREEK SEWER** serving Lots 1 through 29, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; Lots 1 through 30, Block D, Woods North Addition; Lots 3 and 4, Block 2; Lots 1 through 15, Block 3; Lots 1 through 3, Block 4, Greenwich Business Center Addition (south of 29<sup>th</sup> Street North, west of 127<sup>th</sup> Street East) (Project No. 468 84485).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and

shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 468 84485                      **\$9,350.00**

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

\_\_\_\_\_



City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Stonebridge Commercial Addition (south of 37th Street North, east of Maize) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the paving improvements in Stonebridge Commercial Addition on February 24, 2009.

**Analysis:** The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of paving in Stonebridge Commercial Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to MKEC will be on a lump sum basis of \$30,500 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

STONEBRIDGE COMMERCIAL ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**TURN LANES FOR STONEBRIDGE COMMERCIAL ADDITION**

(Maize Road & 37th Street North)

(Project No. 472 84787, OCA No. 766235)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The ENGINEER shall furnish professional services as required for designing improvements in Stonebridge Commercial Addition and perform the PROJECT tasks outlined in Exhibit A.

**II. IN ADDITION, THE ENGINEER AGREES**

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written

notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84787                      **\$30,500.00**

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

## SCOPE OF SERVICES

### **STONEBRIDGE COMMERCIAL ADDITION MAIZE ROAD AND 37<sup>TH</sup> STREET NORTH TURN LANE AND MAJOR ENTRANCE IMPROVEMENTS**

Provide survey and design services to develop construction plans for the following public street and related improvements to serve the Stonebridge Commercial Addition development site, located at the southeast corner of the intersection of 37<sup>th</sup> Street North and Maize Road:

- Southbound left turn lanes on Maize Road to serve the two platted full-movement drive locations on Lots 5 and 11
- A northbound deceleration/right turn lane on Maize Road to serve Lots 2-5 and Lot 11 and the two full-movement drive locations
- Drive approaches on 37<sup>th</sup> Street North at the two full-movement drive locations on Lots 5 and 11
- Casing pipe under 37<sup>th</sup> Street to accommodate a future utility line extension to the site

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

#### **A. PHASE I – PLAN DEVELOPMENT**

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention.** On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. **Soils and Foundation Investigations.** The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study.** When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Prepare engineering plans, plan quantities and supplemental specifications as required.** Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and

proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the paving improvements by **February 20, 2009**.  
(Project No. 472 84787).

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.



**CITY OF WICHITA**  
**City Council Meeting**  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of Sewer Easement in the 200 Block of South 143<sup>rd</sup> for the Crestview Country Club Interceptor, Phase II (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On May 18, 2004, City Council approved the resolution authorizing construction of the Crestview Country Club Sanitary Sewer Interceptor. The second phase of the sanitary sewer project will run parallel with the existing service line. This second line will provide capacity relief due to the rapid growth in northeast Wichita. In some areas, the additional sewer line will co-locate within the existing easement however due to space limitations, it is necessary to acquire six new permanent easements. Eighteen temporary construction easements are also required. This particular site is a vacant, wooded parcel belonging to the adjacent, platted Homeowners Association. A permanent easement consisting of 13,168 feet is required. This easement will run parallel to the existing sewer easement already in place. In addition, a 64,617 square foot temporary easement is required during construction.

**Analysis:** The owner has agreed to accept the appraised offer of \$7,365, or \$0.25 per square foot and \$0.06 per square foot respectively.

**Financial Considerations:** A budget of \$7,500 is requested. This includes \$7,365 for the easement and \$135 for closing and recording costs.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendation/Action:** It is recommended that the City Council accept the easement and authorize payment.

**Attachments:** Real estate purchase agreement and aerial map.

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between Shadybrook Meadows Homeowners Association, Inc, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

Permanent Easement:

A tract of land described as follows:

Commencing at the northwest corner of Reserve B, Block 1, Shadybrook Meadow Addition, an Addition to Sedgwick County, Kansas; thence S89°50'24"E along the north line of said Reserve, a distance of 148.46 feet for a point of beginning; thence S62°28'04"E, a distance of 1,087.25 feet; thence N89°28'36"W, a distance of 242.37 feet; thence N07°53'16"W, a distance of 10.08 feet; thence S89°28'36"W, a distance of 238.57 feet; thence N62°28'04"W, a distance of 1,065.44 feet; thence N89°50'24"W, a distance of 21.75 feet to the point of beginning; containing 13,168 square feet, more or less.

Temporary Easement:

A tract of land described as follows:

Commencing at the northwest corner of Reserve B, Block 1, Shadybrook Meadow Addition, an Addition to Sedgwick County, Kansas; thence S89°50'24"E along the north line of said Reserve, a distance of 83.21 feet, for a point of beginning; thence S89°50'24"E, a distance of 65.25 feet; thence S62°28'04"E, a distance of 1,087.25 feet; thence N89°28'36"E, a distance of 242.37 feet; thence S07°53'16"E, a distance of 619.87 feet; thence N89°55'50"W, a distance of 40.39 feet; thence N07°53'16"W, a distance of 589.20 feet; thence S89°28'36"W, a distance of 213.41 feet; thence N62°28'04"W, a distance of 1,152.69 feet to the point of beginning; containing 64,617 square feet, more or less.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easements and all damages and/or claims including but not limited to access, trees, the sum of Seven Thousand Three Hundred Sixty-Five Dollars and No Cents (\$7,365) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 17, 2009.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. Grantee agrees to replace or repair, at its own expense, any damages caused by the construction installation, maintenance, operation, repair, removal, of Grantee's improvements, components, systems, etc. within the above referenced easements.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

**Shadybrook Meadows Homeowners Association, Inc:**



*Greg Anderson, President  
Shadybrook Meadows Homeowners  
Association, Inc.*

**BUYER:**

By Direction of the City Council

**ATTEST:**

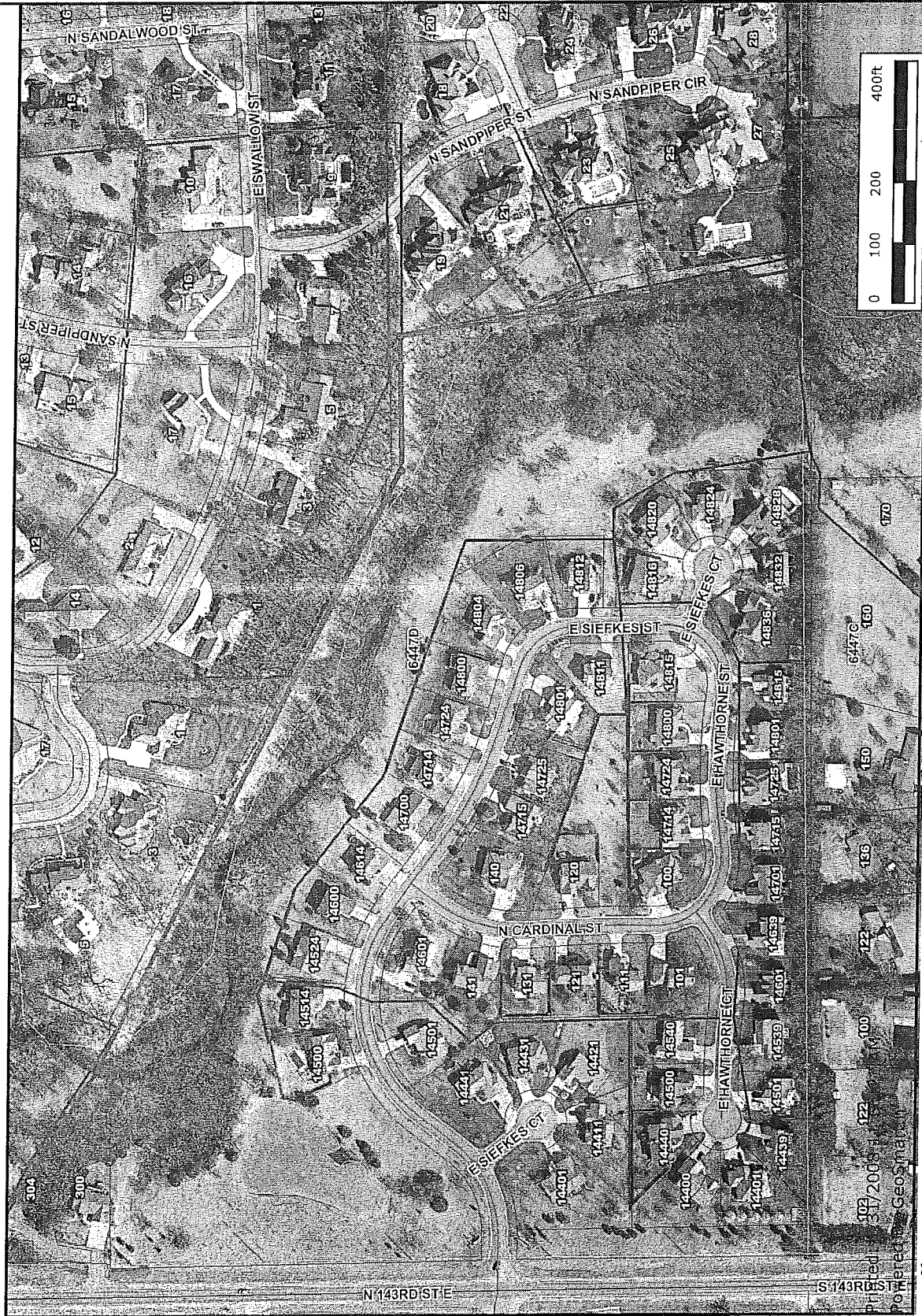
\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

# Shadybrook HOA overlay



	Historic Districts		Old Town Delano Overlay District		NO		YES		Property Parcels		Sewer Lines		Roads		State Highway		US Federal Highway		Interstate		KTA		Arterial		Collector		Minor		Ramp		Railroads		Quarter Section		Waterways		Streams		Historic Sites		REGIONAL		STATE/NATIONAL		STATE		Historic Environs		Parks		Airports		SIDERASTER, S-DE DATA, ORTH-0		City Limits		Andale		Bel Aire		Bentley		Cheney
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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**Senior Management Expenses  
For the Month of January 2009**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>01-City Manager Staff</b>		
Cathy Holdeman, Assistant City Manager	City Hall Day at the Capitol, Topeka, KS	\$ 140.50
<b>09-Housing &amp; Community Services</b>		
Brad Snapp, Asst. Director of Housing & Community Services	SW NAHRO Winter Committee Mtgs - Albuquerque, NM	676.84
<b>19-Airport</b>		
Victor White, Director of Airports	Aviation Advisory Committee Mtg, Topeka, KS	146.25
<b>Total</b>		<b>\$ 963.59</b>

**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Approval of Funding for Visioneering Wichita

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendation:** Approve funding for implementation of Visioneering Wichita.

**Background:** Since 2004, the City of Wichita has been a key funding partner in support of a strategic visioning process to assist leaders and newly emerging leaders with defining a direction for the greater Wichita community, which became known as “Visioneering Wichita.” The Greater Wichita Metro Chamber of Commerce, which led the effort, asked the City of Wichita, Sedgwick County, the Kansas Health Foundation, the Wichita Community Foundation and the Wichita Downtown Development Corporation to fund the initial planning phase of the effort. On May 4, 2004, the Wichita City Council authorized \$75,000 for this project.

Following completion of the Visioneering Plan in 2004, the City Council, along with many other public and private organizations, was asked to adopt the Visioneering Plan and become a vision partner. The City took formal action to officially become a vision partner on January 4, 2005. On April 19, 2005, the City Council authorized payment of \$50,000 to contribute to Phase II: Implementation of the Visioneering Wichita Initiative. Funding was utilized to engage the services of visioning consultant Henry Luke, marketing and public relations efforts, securing additional volunteers, launching six strategic alliances, leadership development and providing feedback to the community on the success and status of Visioneering Wichita.

On August 7, 2007, the City Council approved continuing funding to defray ongoing implementation costs of Visioneering Wichita, in the amount of \$50,000 per year for the years 2006, 2007 and 2008. The Chamber of Commerce is now requesting an additional funding in the amount of \$50,000 per year for 2009 and 2010.

**Analysis:** Since its inception in 2004, Visioneering Wichita has successfully engaged citizens, businesses, governments and other organizations in a collaborative effort to improve the quality of life for the greater Wichita community. Numerous strategic alliances have been formed to implement strategies defined in the Visioneering Plan. Individuals who participate in an alliance define action steps and create benchmarks to measure progress. The many benefits of the Visioneering initiative include improving communication among citizens, creating partnerships among individuals and organizations, strengthening relationships and creating an environment where innovative ideas can be brought to fruition.

It has been five years since the Visioneering Plan was adopted. In addition to continuing to administer implementation and marketing of the plan and the 15 strategic alliances, the Chamber's Visioneering Wichita staff will focus in 2009 and 2010 on implementing the "R4 Initiative" – to Review, Revise, Refocus and Re-energize the regional community around implementation of the plan.

**Financial Considerations:** Funding for this cost has been included in the City's 2009 Adopted Budget for the Economic Development Fund. Funding for 2010 will be subject to appropriation of funds through the budget process.

**Goal Impact:** Support for the Visioneering Initiative addresses all five goals through various strategies defined in the plan and corresponding action steps.

**Legal Considerations:** None

**Recommendation/Action:** It is recommended that the City Council approve funding in the amount of \$50,000 per year for years 2009 and 2010.



**City of Wichita  
City Council Meeting  
April 7, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Contract Metropolitan Transportation Plan 2035 Modeling

**INITIATED BY:** Wichita Area Metropolitan Planning Organization

**AGENDA:** City Council (Consent)

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**Recommendation:** Approve contract with Alliance Transportation Group, Inc. for the Metropolitan Transportation Plan (MTP 2035) modeling.

**Background:** The Wichita Area Metropolitan Planning Organization (WAMPO) is responsible for updating and maintaining the Wichita Area Regional Travel Demand Model (TDM). The TDM will be used to review proposed projects for inclusion within the MTP 2035. The model is also used to make planning-level determinations that projects are developed in an interoperable manner and with realistic operational concepts when dealing with congestion and traffic movement. In general, these types of TDM activities are very technical in nature and successful evaluation or incorporation of projects requires assistance from experienced professionals.

On November 18, 2008, the Transportation Policy Body (TPB) directed WAMPO staff to request local matching funds from the City of Wichita and Sedgwick County for the modeling work in support of the MTP 2035. The preferred vender, Alliance Transportation Group, Inc., was selected to provide MTP 2035 TDM services. Attached is the contract between WAMPO and Alliance Transportation Group, Inc. to provide the desired services. Copies of the RFP and Alliance Transportation Group, Inc. response are available upon request.

**Analysis:** The City of Wichita is the fiscal agent for the WAMPO. Professional consulting services are sought to assist staff in completing the MTP modeling. The modeling will evaluate projects complying with federal mandated processes and programs. The results of the modeling will identify the transportation needs of the region based on current and forecasted future land use/development, associated traffic analyses, regional connectivity and accessibility; and complete documentation that will support the mandated process.

Five proposals were received in response to the Request for Proposals (RFP). Alliance Transportation Group, Inc. was chosen by the seven member consultant selection committee that was comprised of officials from the FHWA, FTA, KDOT, WAMPO Transportation Policy Body, Cities of Wichita Public Works, Sedgwick County Public Works, Derby, and WAMPO staff.

**Financial Considerations:** This contract is for a total not to exceed \$220,988. Federal transportation planning and transit funds available to the WAMPO will be used to pay 80 percent of the costs associated with the contractual services. The City of Wichita and Sedgwick County are supplying the required 20 percent matching funds (\$44,198).

**Goal Impact:** Efficient Infrastructure.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the selection of Alliance Transportation Group, Inc. to complete the MTP 2035 modeling, and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

**Attachments:** Consultant contract.

# CONTRACT FOR PROFESSIONAL SERVICES

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## Metropolitan Transportation Plan 2035 Transportation Demand Modeling Contract

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Wichita Area Metropolitan Planning Organization (WAMPO), party of the first part (hereinafter referred to as "the Client"); and Alliance Transportation Group, Inc. party of the second part (hereinafter referred to as "the Consultant")

**WHEREAS**, the Client wants to contract with the Consultant for Travel Demand Modeling (TDM) services to support the development of the Metropolitan Transportation Plan 2035 (MTP). The contract is financed in part with funding from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is subject to federal requirements and regulations. The services performed under any resulting agreement shall comply with all federal, state and the City of Wichita laws and regulations. In addition, this contract will be subject to the requirements of 49 CFR 18 and cost eligibility reimbursement will be subject to 48 CFR 31.2; and

**WHEREAS**, the Consultant has the knowledge, experience and expertise in transportation planning to undertake this Project on behalf of the Client; and

**WHEREAS**, the Client desires to retain the services of the Consultant to provide support for regional TDM activities.

### **NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**DESCRIPTION OF SERVICES.** The Consultant will provide the services and deliver the documents required to provide support to update the MTP 2035 as outlined in the Scope of Services set forth in Exhibit B and as follows.

- A. To make available during regular office hours, all calculations, maps, drawings, and all other appropriate forms of representation such as the Client may wish to examine periodically during performance of this agreement.
- B. To attend meetings with the Client and other local, state and federal agencies as necessitated by the Scope of Services as set forth in Exhibit B, which by this reference is incorporated and made a part of this agreement.
- C. To save and hold the Client harmless against all suits, claims, and losses arising from or caused by errors, omissions or negligent acts of the Consultant, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- D. To maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred by the Consultant and, where relevant to method of payment, to make such material available to the Client.

- E. To comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964.
- F. To be responsible for the professional and technical accuracies and the coordination of all designs, maps and presentation, drawings, specifications, plans and/or other work or material furnished by the Consultant under this agreement. The Consultant further agrees that all designs, drawings, specifications, plans, and other work or material furnished by the Consultant, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

**2. PERFORMANCE OF SERVICES.** The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Consultant will provide requested information and activities as agreed between Client and Consultant.

**3. PAYMENT.** The Client will compensate upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the agreement for the direct hours worked by the Consultant's employee(s) at the rates set forth in Exhibit C, Fee Schedule, which by this reference is incorporated and made a part of this agreement. The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the agreement for material and other direct costs specified in the Scope of Services and for reasonable expenses, including travel, incurred as a direct result of Consultant's performance of services. The actual cost shall be incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR et seq. Unless acceptable by the Client, the maximum cost not to exceed dollar amount for the compensation for services detailed in this agreement is \$220,988 effective the date of the final signature of this contract until the end of project including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this contract. During the progress of work covered by this agreement, payments less a retainage of 5% will be made to the Consultant at intervals of 30 days based on the statements provided by the Consultant itemizing the number of hours of work performed, the percentage of the services hereunder completed and in compliance with the Fee Schedule as set forth in Exhibit "C", a copy of which is attached hereto and incorporated herein by reference. Client will make payment within 30 days of a reconciled and approved invoice reflecting deliverables as outlined by the scope of work. The Consultant will negotiate with the Client if there are any changes in deliverable dates. In addition, the Consultant agrees that;

- A. The reimbursement for the professional services required by this agreement will be based on the Consultant's actual costs, which can be less than the estimated amount. If additional work should be necessary, the Client will negotiate with the Consultant if there are any changes in the deliverables. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the Client and the Consultant.

- B. Accumulated partial payments shall not exceed \$198,889 (ninety percent of the maximum fee payment amount) until the final draft report has been received and approved by the WAMPO Transportation Policy Body.
- C. Client will inform Consultant promptly of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.
- D. The Client may withhold reimbursement of payment at the end of each 30-day cycle and the accrued retainage dollar amount in the situation where deliverables applicable to the invoiced amount get delayed by more than two weeks without the Client's approval. Any payment withheld will be proportional to a reasonable estimate of the work effort that may be delayed. Reimbursement will be made promptly upon completion of the associated services to the satisfaction of the Client. The Consultant will not be responsible or held liable for delays occasioned by the actions or inactions on the part of the Client or for other unavoidable delays beyond the control of the Consultant.
- E. At scheduled project meetings the Consultant will review with the Client the Consultant's progress with regard to both completed and ongoing work efforts. Progress will be assessed with regard to the status of completion of deliverables that are ongoing and the Consultant's efforts to resolve issues that may affect schedule. Deliverables as identified within the scope of services will be discussed as well as any known project issues that may be beyond the control of the Consultant that could affect the schedule. Client may withhold payment in part or in whole for services not completed or for which work progress is not proportional to the level of effort invoiced. Any withheld payment will be proportional to the effort deemed necessary to bring the associated tasks or deliverables up to the level of effort that has been invoiced. Client will inform Consultant promptly of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.
- F. To the extent the Client is satisfied with Consultant's work progress, accrued retainage held by the Client from prior invoice payments will be released to the Consultant every six months or every sixth invoice. Retainage due will be included in the applicable invoice from Consultant. At the Client's discretion, retainage may continue to be withheld from future payments for work not yet invoiced. Upon completion of all services accepted by the Client, Client will release all remaining retainage to Consultant within 30 days of final approved and reconciled invoicing from Consultant.

**4. CASH BASIS AND BUDGET LAWS.** The right of the Client to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be

construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Agreement the Client reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

**5. INDEMNIFICATION AGREEMENT.** Consultant agrees to fully indemnify, defend, and hold harmless Client, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever to the extent arising out of or resulting from or alleged to have arisen out of or have resulted from any negligent act or omission or willful misconduct of Consultant, its officers, employees, independent contractors, or representatives in the performance of this Agreement.

**6. TERM/TERMINATION.** This agreement shall run for the life of the project effective the date of the final signature of this contract. This agreement shall terminate upon the satisfactory completion by the Consultant of the services and documents required to be provided hereunder, or upon 20 days written notice of cancellation by the Client. Upon receipt of such notice of termination the Consultant shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Consultant will be entitled to compensation for actual effort performed up to the date of termination. Any invoice for completed work or termination claim including the total accumulated retainage dollar amount must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, such information prepared by Consultant to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of Client, become the property of the Client and be immediately turned over to the Client. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**7. PROPRIETARY MATERIALS.** Upon the successful completion of contract, all data and electronic models provided by the Client, and any new data and electronic models prepared by the Consultant under this contract will be returned to the Client. The Consultant agrees to not keep a copy of the electronic transportation model after the successful completion of the contract for any other use, or transfer data or electronic models to any other party without the written approval from the Client.

**8. RELATIONSHIP OF PARTIES.** It is understood and agreed that the Consultant is an independent contractor.

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

For the Client:                      Nancy K Harvieux, AICP  
    Transportation Planning Manager

Wichita Area Metropolitan Planning Organization  
455 N. Main St. – 10<sup>th</sup> Floor  
Wichita, Kansas 67202-1688

For the Consultant: J.D. Allen, AICP  
Vice President  
Alliance Transportation Group, Inc.  
11500 Metric Blvd. Bldg M1  
Austin TX 78758

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.

**10. AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.

**11. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.

**12. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**13. APPLICABLE LAW.** This Agreement shall be governed by the law of the State of Kansas.

**Approved as to form:**

By \_\_\_\_\_

Joe Allen Lang  
Chief Deputy City Attorney, City of Wichita

\_\_\_\_\_  
Date

**WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:**

\_\_\_\_\_  
Jeff Longwell  
Transportation Policy Body Chairperson

\_\_\_\_\_  
Date

**CITY OF WICHITA AS FISCAL AGENT:**

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
John Schlegel  
WAMPO Secretary

\_\_\_\_\_  
Date

**ALLIANCE TRANSPORTATION GROUP, INC.**

\_\_\_\_\_  
J.D. Allen  
Vice President

\_\_\_\_\_  
Date



## EXHIBIT A

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration

for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## EXHIBIT B

### Scope of Services

The following Scope of Services describes the work to be performed by Alliance Transportation Group, Inc. for WAMPO to update the existing regional trip generation model component, evaluate and update the performance and accuracy of the trip distribution model and to develop a transit/mode-choice model in a manner consistent with the improvements made to trip generation and distribution. The following tasks describe the scope of the project in more detail.

#### **Task 1 - Update the TDM to a new base year and to the near term analysis year 2010.**

**Task 1.1 – Select a base year for model validation** - Although the RFP assigns a base year of 2010 to the travel demand model update, the model cannot be recalibrated and revalidated to a year for which there is no observed transportation system data such as traffic counts and transit ridership. Therefore, as a first step, Alliance will work with the WAMPO to identify an appropriate base year for model validation, and 2010 will be maintained in the model update as a near term analysis year along with the other milestone years in Task 4.

**Task 1.2 – Input Base Year Demographic Data** - Alliance will input to the traffic analysis zone layer the demographics, land use and other socioeconomic variables necessary for application of the travel demand model for the selected base year. If this data is not directly available from the WAMPO, then Alliance will use available US Census estimates, Kansas state data sources, and proprietary data sources such as Woos and Pool or Info USA for development of the estimates of the appropriate variables.

**Task 1.3 – Household market stratification** – Alliance will review household socioeconomic market stratification data in the model to determine if it is adequate to support the transit model to be built in Task 5. If additional socioeconomic market stratification is necessary, Alliance will work with the WAMPO to determine a strategy for revising model parameters and data to support the transit model.

**Task 1.4- Traffic analysis zone geography and transportation networks** – For the travel demand model to work correctly, the traffic analysis zone geography and the transportation system network geography must not only realistically represent the land use and transportation systems of the region, but both must also be coded with matching and compatible levels of detail. To insure that realistic interpretation and complimentary scale is maintained, Alliance will:

- a) Perform statistical analysis of the total households and employment in each zone to determine whether existing zones should be divided to provide a more homogeneous representation of the land uses and to provide sufficient detail to correctly interpret the travel patterns in the community.
- b) Ensure that the revised TAZ structure complies with the FHWA and US Census requirements of the TAZ-up Program by maintaining consistency with current census geography.
- c) Add detail to the highway network to support the revised TAZ geography and insure that each zone has adequate and realistic access to the transportation system. The Alliance approach to network coding is to use a state of the practice master network approach that allows for efficient and dynamic assembly of combinations of projects into alternative scenarios. This concept is discussed further in Task 6.
- d) Add a transit system network to the model geography with appropriate mechanisms for interpreting both walk-to-transit and drive-to-transit access from each zone.

#### **Task 2 - Review and verify special generator and external station information.**

Many hospitals, airports, military bases and other activity centers have unique characteristics that are not adequately captured in a travel demand model and therefore must be treated as special generators. However, many locations, such as regional malls often get treated as special generators

because of inadequate employment information. Alliance will work with the WAMPO to verify that the current special generators contained in the model are identified correctly and adequately interpreted. If improved employment information is available, Alliance will work with the WAMPO to eliminate unnecessary special generators as well as to add new special generators that may have been built since the last model update.

### **Task 3 - Calibrate and validate the new base year.**

**Task 3.1 Model Calibration** - Once all demographic updates have been made and all adjustments to parameters required for the transit model, Alliance will re-calibrate each model component (generation, distribution, mode choice and assignment) against known data sources. These sources will include the National Cooperative Highway Research Report 365 (NCHRP365), the National Household Transportation Survey (NHTS), The Institute of Transportation Engineers (ITE) Trip Generation Rates, the Census Transportation Planning Package (CTPP), KDOT issued guidelines and other accepted sources.

To the extent data is available signals and stop signs will be depicted in the roadway network. If no data is available Alliance will attempt to code the locations of signals based upon professional judgment and images available from Google Earth. Stop signs will be added using a set of rules based upon the facility types of roadways that intersect. We will account for the delay associated with intersection controls in the assignment procedure.

To assist with model calibration and the execution of model running in support of the MTP a model interface will be developed or refined to include a scenario manager. This capability will be included in the updated model delivered.

**Task 3.2 Model Validation** - The ability of travel demand models to forecast future year traffic and other travel behavior are predicated on their ability to estimate “known” traffic volumes and travel patterns under base year conditions for which extensive data is available. Validation refers to the process of using a model to estimate travel assignments for the base year and comparing these travel assignments to observed travel data. The typical comparison, when sufficient data is available, is between highway traffic assignments and actual traffic volumes derived from traffic count data. In the case of the WAMPO model a comparison with observed transit ridership will also be needed to validate the new transit model.

Alliance will carry out validation of the WAMPO travel demand model in a structured manner using clearly defined benchmarks or measures of success that allow the results of the validation analysis to be tabulated, and quantitatively analyzed. This approach will provide WAMPO with a high degree of confidence in the statistical foundation and structure of the model. Alliance will coordinate with WAMPO on validation criteria prior to beginning the validation process. Validation criteria will be based on sound statistical strategies such as evaluation of percent root mean square error (%RMSE). Candidate criteria will be based on accepted published standards from reliable sources such as the *Model Validation and Reasonableness Checking Manual*, Travel Model Improvement Program, US DOT, FHWA (June 2001).

The locations of base year traffic counts provided by WAMPO/KDOT will be coded to the roadway networks. Traffic assignment results for the validation year will be compared to the traffic counts to calculate a percent error value that will be aggregated and tabulated across a variety of categories including county-wide; functional class; area type; and individual screen lines or cut lines.

Transit Ridership data provided by Wichita Transit will be used to perform a similar comparison between transit assignment and observed ridership.

A User's Manual will be developed and provided for the updated model.

#### **Task 4 - Create derivative models for 2020, 2035, and A.M. and P.M. peak hours.**

**Task 4.1 Forecast Years 2020 and 2035** - Alliance will populate the TAZ layer with the demographic and socioeconomic attributes required to run the travel demand model for milestone analysis years 2015 and 2035. Alliance will also populate the master highway and transit networks with appropriate future year projects to be able to interpret the transportation system conditions anticipated in 2020 and 2035. These TAZ and network updates should be all of the adjustments needed to apply the travel demand model for these two analysis years when running alternative scenarios in Task 6. If different alternate years are decided by WAMPO the Alliance will develop alternate year derivative model (to be decided prior to derivative model creation).

Additional forecast years, that the MPO can provide demographics for, will be added to the model interface.

**Task 4.2 A.M. and P.M. Peak Hour Models** – Using diurnal distribution factors from local time-of-day traffic counts, local household survey data, NHTS data and other sources as available, Alliance will develop a set of A.M. peak and P.M. peak hour factors that can be used in the development of peak factors and trip tables that can, in conjunction with hourly roadway link capacities, be assigned to produce peak hour traffic assignments and highest peak hour transit assignments for base year and each analysis year.

#### **Task 5 - Develop a transit model component to the TDM.**

**Task 5.1 Mode Choice** - There are two approaches that WAMPO might take to implementing a transit model. The first is a transit model that is capable of doing investment grade transit corridor analysis and capable of meeting FTA New Starts guidelines for major capital investments. This approach would require a complete reconstruction of the travel demand model supported by transit on-board survey and perhaps even household or workplace surveys to develop travel parameters. Although Alliance has done and is doing similar work in other areas and could provide this service, this approach is not recommended. A model of this detail is likely to throw off your MTP development timeline and the level-of-effort is greater than needed to support the project objectives of using the model to update the MTP.

The second approach targets the objectives of providing an adequate transit model for performing the systems level planning contemplated in an MTP Update and creating level playing field between transit and highway alternatives analyses and project evaluation. To develop this systems planning model to be used in the MTP 2035 development and subsequent systems level planning analysis would be to:

- a. Alliance will develop transit paths/skims, with path weighting factors that are consistent with the mode choice parameters as required by FTA. The Alliance Team will also compare transit skims to existing transit schedules, revenue-miles and revenue-hour statistics. The validity of the transit skims will be demonstrated via reasonable replication of revenue-miles and revenue-hours, as well as average travel speeds. In previous work, Alliance has developed a bus speed estimation model based on a combination of bus schedule, dwell time, acceleration rates etc. This algorithm will provide a reasonable representation of the differential in auto and bus travel times at various times of day (peak and off-peak).
- b. Alliance will develop a mode choice model derived from and using the FTA quality control model using a basic set of asserted or borrowed parameters that fall within ranges established in FTA quality control and model calibration guidelines. This approach provides a competent model that can be used to test and compare the basic feasibility and effectiveness of various transit system alternatives for inclusion in the MTP 2035.

**Task 5.2 Transit Assignment** – Alliance will develop a transit assignment routine that uses the trip tables output by the mode choice model to assign transit riders to the appropriate routes and transit system resources.

**Task 5.3 Transit Alternatives Analysis** – Alliance will get input from the transit agency on 2 project alternatives to test in the scenario testing phase.

**Task 6 - Alternative Travel Forecasts.**

Using the highway and transit master networks developed in Task 1.4, Alliance will run alternatives analyses on proposed projects for 2020 and 2035. These alternatives may include a run designed to test committed projects (programmed projects) before or in conjunction with evaluating future build alternatives. Because the number of alternatives and the content of the scenarios will be determined during the MTP update process, we propose to apply the model using a master network concept. With this approach, all of the candidate projects (highway and transit) are coded into a comprehensive line layer that serves as the inventory for compiling each scenario.

Using this approach, scenarios can be built dynamically in a matter of minutes using selection sets on network attribute fields for each project. This strategy will allow WAMPO to test a large number of scenarios efficiently and at minimum cost.

The master network approach avoids the traditional problems of having to manually code the same projects for multiple scenarios and totally avoids the problems of skewing the alternatives analysis by having a human coding error in one run, but not in another. By avoiding these labor intensive exercises, the master network process will allow WAMPO to fully explore its project alternatives and optimize the use of the travel demand model in the planning process.

**Task 7 - Assist WAMPO staff in identifying the best alternative scenarios and in analyzing**

**alternative analysis runs.**

Alliance will assist WAMPO staff in reviewing proposed projects by preparing model output such as themed maps and comparative analysis charts and data sets that will assist WAMPO staff to identify the different benefits and impacts of each alternative to determine which projects provide the greatest value to the community and best promote the objectives of the MTP.

Alliance will also perform system effectiveness analysis and prepare system effectiveness reports to identify system inefficiencies and disconnects in proposed project scope or limits to assist the WAMPO staff in making planning-level determinations that projects are developed in an interoperable manner with realistic operational concepts.

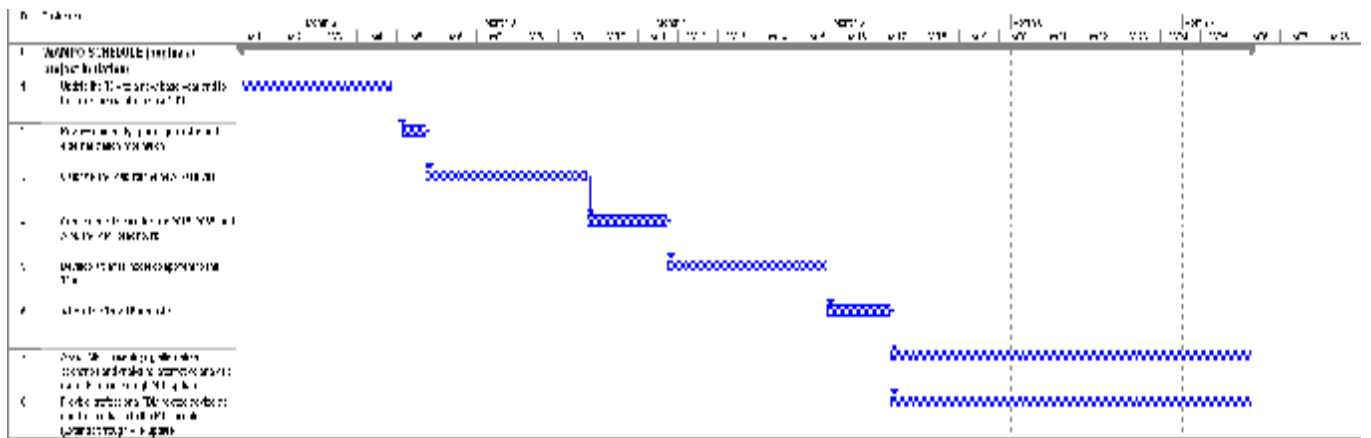
**Task 8 - Provide professional TDM related advice as needed in relation to the MTP update.**

Alliance will provide as needed TDM related advice and technical support to the WAMPO staff in relation to the MTP update. This support will include, but not be limited to answering questions related to model outputs and comparative analysis, as well as providing additional analysis reports, maps or exhibits to provide insight into particular aspects of transportation system conditions or travel behavior that is relevant to the ongoing MTP update.

Both informal and formal training will be conducted in conjunction with trips scheduled to support of the MTP update. The training will cover, at a minimum, how to operate the model, conduct runs, and develop scenarios.

**Task 9 – Meetings.**

Alliance will attend up to 15 meetings with the WAMPO and member agencies. These meetings will occur over the life of the model update and MTP update process.



## EXHIBIT C

## Fee Schedule

The project will be based on a cost plus fixed fee basis not to exceed \$ 220,988.

<b>WAMPO Model Update for MTP 2035</b>					
<b>Fee Summary</b>					
<b>Personnel</b>		<b>Hours</b>	<b>Base Rate</b>	<b>Direct Labor</b>	
J. D. Allen, AICP	Principal	40	\$ 52.88	\$ 2,115	
James Harvey	Planning Director	24	\$ 52.25	\$ 1,254	
R. Michael Chaney	Senior Planner	856	\$ 37.89	\$ 32,434	
Jack Jones	Senior Planner	48	\$ 36.45	\$ 1,750	
Daniel Rios	IT Technician	200	\$ 25.96	\$ 5,192	
Tian Huang	Transportation Planner	730	\$ 24.99	\$ 18,243	
Martin Thoman	Engineering Technician	160	\$ 18.07	\$ 2,891	
<b>Total Hours</b>		<b>2058</b>		<b>\$ 63,879</b>	
Direct Labor					\$ 63,879
Overhead		1.9267			\$ 123,075
Fee		12.0%			\$ 22,434
<b>Subtotal Burdened Labor</b>					<b>\$ 209,388</b>
<b>Direct Expenses</b>					
Travel			\$ 7,200		
Car Rental			\$ 1,700		
Per Diem			\$ 1,000		
Hotel			\$ 1,700		
<b>Subtotal (Direct)</b>					<b>\$ 11,600</b>
<b>Total</b>					<b>\$ 220,988</b>

\* Task 5 as delineated in the above scope of services represents \$ 47,312 of the \$220,988 total budget.



## EXHIBIT D

State of Kansas  
Department of Administration  
DA-146a (Rev. 1-01)

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the        day of April, 2009.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is

- determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
  7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
  8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
  9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
  10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
  11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
  12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Wichita  
City Council Meeting  
April 7, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Westar Street Lights along Topeka, from Dewey to Waterman (District I)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the payment.

**Background:** On October 23, 2008, the City Council approved an agreement with Sedgwick County for street improvements in the Intrust Arena area. A part the work is Topeka reconstruction and streetscaping between Dewey and Waterman.

**Analysis:** Westar Energy has agreed to install 12 black street poles and fixtures for the cost difference from standard street poles and fixtures, which will be consistent with other streetscapes in the area.

**Financial Considerations:** The City's cost is \$15,600. Funds are available in the project budget.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing improvements in the central business district.

**Legal Considerations:** None.

**Recommendation/Action:** It is recommended that the City Council approve the payment to Westar Energy in the amount of \$15,600.

**Attachments:** None.

**Second Reading Ordinances for April 7, 2009 (first read on March 10, 2009)**

(470-737/448-89674)

**ORDINANCE NO. 48-203**

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-89674, TO SERVE UNCAPHER, BURLESON, ZOO BUSINESS PARK & U-NEEDA SELF STORAGE ADDITIONS, & UNPLATTED TRACTS, (Along Hoover Road, North of Zoo Boulevard).

(470-060/448-89823)

**ORDINANCE NO. 48-204**

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-89823, TO SERVE POWER CDC 3RD ADDITION, (North of 26th Street North, West of Grove).

(470-950/448-90066)

**ORDINANCE NO. 48-205**

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90066, TO SERVE OAK CREEK, OAK CREEK 2ND, CROSS POINTE & EASTSIDE COMMUNITY CHURCH ADDITIONS, TRACTS "A", "B" & "C", (South of 21st, West of Greenwich).

(470-059/448-90123)

**ORDINANCE NO. 48-206**

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90123, TO SERVE AUBURN HILLS 16TH ADDITION, (South of Maple, East of 151st Street West).

(470-960/448-90126)

**ORDINANCE NO. 48-207**

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90126, TO SERVE UNPLATTED TRACTS, (South of 55th St. South, West of Broadway).

(470-074/448-90147)

ORDINANCE NO. 48-208

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90147, TO SERVE SOUTHERN RIDGE 4TH ADDTION, (South of Pawnee, West of Maize).

(470-075/448-90148)

ORDINANCE NO. 48-209

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90148, TO SERVE SOUTHERN RIDGE 3RD & 4TH ADDITIONS, (South of Pawnee, West of Maize).

(470-072/448-90157)

ORDINANCE NO. 48-210

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90157, TO SERVE COUNTRY HOLLOW ADDITION, (South of Kellogg, East of 127th Street East).

(470-073/448-90163)

ORDINANCE NO. 48-211

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90163, TO SERVE THE WOODS ADDITION, (East of 151st Street West, North of Maple).

(470-038/448-90185)

ORDINANCE NO. 48-212

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90185, TO SERVE BLACKSTONE ADDITION, (East of 151st Street West, North of 13th).

(470-063/448-90260)

ORDINANCE NO. 48-213

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90260, TO SERVE MESA VERDE ADDITION, (South of 37th St. North, East of Meridian).

(470-092/448-90261)

ORDINANCE NO. 48-214

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90261, TO SERVE MESA VERDE ADDITION, (South of 37th St. North, East of Meridian).

(470-052/448-90262)

ORDINANCE NO. 48-215

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90262, TO SERVE TURKEY CREEK 3RD ADDITION, (North of Pawnee, East of 135th Street West).

(470-029/448-90274)

ORDINANCE NO. 48-216

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90274, TO SERVE BELLE TERRE SOUTH 2ND ADDITION, (North of Kellogg, West of 159th St. East).

(470-027/448-90277)

ORDINANCE NO. 48-217

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90277, TO SERVE KRUG SOUTH & KRUG SOUTH SECOND ADDITIONS, (South of 21st, West of 143rd Street East).

(470-090/448-90281)

ORDINANCE NO. 48-218

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90281, TO SERVE NORTHGATE COMMERCIAL PARK 1ST ADD. & JOHNSON COMMERCIAL CENTRE, (Along 53rd St. North, West of Meridian).

(470-041/448-90285)

ORDINANCE NO. 48-219

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90285, TO SERVE MEADOWLAKE BEACH ADDITION, (North of 55th Street South, West of Clifton).

(470-042/448-90286)

ORDINANCE NO. 48-220

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90286, TO SERVE MEADOW LAKE BEACH ADDITION, (North of 55th Street South, West of Clifton).

(470-035/448-90290)

ORDINANCE NO. 48-221

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90290, TO SERVE CHERYL'S HOLLOW 2ND ADDITION, (North of 13th, West of 135th Street West).

(470-076/448-90291)

ORDINANCE NO. 48-222

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90291, TO SERVE HUNTER HEALTH CLINIC 2ND ADDITION, (North of Central, East of Hydraulic).

(470-049/448-90297)

ORDINANCE NO. 48-223

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90297, TO SERVE TARA CREEK ADDITION, (North of Pawnee, West of 127th Street East).

(470-053/448-90303)

ORDINANCE NO. 48-224

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90303, TO SERVE COLLEGE HILL & ROEMBACK'S ADDITIONS, (North of Douglas, East of Hillside).

(470-050/448-90309)

ORDINANCE NO. 48-225

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90309, TO SERVE LOVEALL ADDITION & UNPLATTED TRACTS, (South of 47th Street South, along West Street).

(470-048/448-90318)

ORDINANCE NO. 48-226

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90318, TO SERVE MAPLE SHADE ADDITION, (East of Webb, North of Pawnee).

(470-061/448-90328)

ORDINANCE NO. 48-227

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90328, TO SERVE AGEE-HUNTER & BRUCE JONES ADDITIONS, (North of 26th St. North, West of Hillside).



(470-067/448-90329)

ORDINANCE NO. 48-228

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90329, TO SERVE WATERFRONT RESIDENTIAL ADDITION, (North of 13th, West of Greenwich).

(470-071/448-90334)

ORDINANCE NO. 48-229

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90334, TO SERVE MONARCH LANDING 2ND ADDITION, (North of 21st, West of 159th Street East).

(470-056/448-90342)

ORDINANCE NO. 48-230

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90342, TO SERVE WATERFRONT RESIDENTIAL, WATERFRONT 6TH & GREENWICH OFFICE PARK ADDITION, (North of 13th, West of Greenwich).

(470-069/448-90347)

ORDINANCE NO. 48-231

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90347, TO SERVE THE PINES AT SAWMILL CREEK, (East of Rock, North of 45th St. North).

(470-070/448-90352)

ORDINANCE NO. 48-232

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90352, TO SERVE CROSS POINTE 2ND ADDITION, (South of 21st, East of Greenwich).

(470-093/448-90359)

ORDINANCE NO. 48-233

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90359, TO SERVE WOODLAND NORTH ADDITION, (East of Hood, South of 29th St. North).

(470-079/448-90367)

ORDINANCE NO. 48-234

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90367, TO SERVE WHEATRIDGE ADDITION, (North of Kellogg, West of 119th St. West).

(470-094/448-90391)

ORDINANCE NO. 48-235

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90391, TO SERVE FOLIAGE FOURTH ADDITION, (North of 13th, West of Webb).

(480-828/468-83861)

ORDINANCE NO. 48-236

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of MAIN 22, SOUTHWEST INTERCEPTOR SEWER, (West of West Street, North of MacArthur).

(480-958/468-83967)

ORDINANCE NO. 48-237

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 47, COWSKIN INTERCEPTOR SEWER, (South of Pawnee, West of Maize).

(480-938/468-84091)

ORDINANCE NO. 48-238

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 51, COWSKIN INTERCEPTOR SEWER, (South of Maple, East of 151st Street West).

(480-956/468-84103)

ORDINANCE NO. 48-239

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 387, FOUR MILE CREEK SEWER, (South of Kellogg, East of 127th Street East).

(480-957/468-84129)

ORDINANCE NO. 48-240

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 56, COWSKIN INTERCEPTOR SEWERL, (East of 151st Street West, North of Maple).

(480-934/468-84287)

ORDINANCE NO. 48-241

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 4, MAIN 6, COWSKIN INTERCEPTOR SEWER, (North of Pawnee, East of 135th Street West).

(480-910/468-84311)

ORDINANCE NO. 48-242

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 403, FOUR MILE CREEK SEWER, (North of Kellogg, West of 159th St. East).

(480-906/468-84321)

ORDINANCE NO. 48-243

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER, (East of West Street, North of MacArthur).

(480-959/468-84350)

ORDINANCE NO. 48-244

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 18, DISTRICT D, SANITARY SEWER # 12, (North of Central, East of Hydraulic).

(480-933/468-84357)

ORDINANCE NO. 48-245

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 4, MAIN 18, FOUR MILE CREEK SEWER, (North of Pawnee, West of 127th Street East).

(480-935/468-84376)

ORDINANCE NO. 48-246

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of RELOCATION OF PART OF DISTRICT B, SANITARY SEWER NO. 12, (North of Douglas, East of Hillside).

(480-932/468-84391)

ORDINANCE NO. 48-247

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 407, FOUR MILE CREEK SEWER, (East of Webb, North of Pawnee).

(480-952/468-84405)

ORDINANCE NO. 48-248

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 170, SANITARY SEWER, (East of Sheridan, South of May).

(480-939/468-84408)

ORDINANCE NO. 48-249

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 53, MAIN 24, WAR INDUSTRIES SEWER, (North of 13th, West of Greenwich).

(480-926/468-84340)

ORDINANCE NO. 48-250

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 2, MAIN 3, BOEING SANITARY SEWER, (North of 55th Street South, West of Clifton).

(480-940/468-84422)

ORDINANCE NO. 48-251

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 54, MAIN 24, WAR INDUSTRIES SEWER, (North of 13th, West of Greenwich).

(480-942/468-84427)

ORDINANCE NO. 48-252

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 55, MAIN 24, WAR INDUSTRIES SEWER, (North of 13th, West of Greenwich).

(480-943/468-84428)

ORDINANCE NO. 48-253

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 56, MAIN 24, WAR INDUSTRIES SEWER, (North of 13th, West of Greenwich).

(480-964/468-84430)

ORDINANCE NO. 48-254

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 123, SANITARY SEWER NO. 23, (North of 37th Street North, West of Webb).

(480-945/468-84432)

ORDINANCE NO. 48-255

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 1, MAIN 24, FOUR MILE CREEK SEWER, (North of 21st, West of 159th Street East).

(480-955/468-84451)

ORDINANCE NO. 48-256

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 151, MAIN 4, SANITARY SEWER 23, (South of 32nd St. North, West of Arkansas).

(480-953/468-84456)

ORDINANCE NO. 48-257

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 4, MAIN 11, SANITARY SEWER #23, (East of Rock, North of 45th St. North).

(480-971/468-84479)

ORDINANCE NO. 48-258

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 152, MAIN 4, SANITARY SEWER 23, (East of Hood, South of 29th St. North).

(480-961/468-84491)

ORDINANCE NO. 48-259

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 43, MAIN 1, COWSKIN INTERCEPTOR SEWER, (North of Kellogg, West of 119th Street West).

(480-973/468-84509)

ORDINANCE NO. 48-260

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 11, MAIN 26, WAR INDUSTRIES SEWER, (North of 21st, West of Greenwich).

(480-794/468-84519)

ORDINANCE NO. 48-261

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 57, MAIN 23, WAR INDUSTRIES SEWER, (North of 13th, West of Webb).

(485-359/468-84114)

ORDINANCE NO. 48-262

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84114, TO SERVE COUNTRY HOLLOW ADDITION, (South of Kellogg, East of 127th Street East).

(485-338/468-84330)

ORDINANCE NO. 48-263

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84330, TO SERVE LEGACY 3RD ADDITION, (North of 47th Street South, West of Meridian).

(485-339/468-84339)

ORDINANCE NO. 48-264

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84339, TO SERVE WILLOW CREEK EAST ADDITION, (East of Greenwich, South of Harry).

(485-344/468-84358)

ORDINANCE NO. 48-265

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84358, TO SERVE TARA CREEK AND CASA BELLA ADDITIONS AND UNPLATTED TRACT A, (North of Pawnee, West of 127th Street East).

(485-347/468-84411)

ORDINANCE NO. 48-266

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84411, TO SERVE WATERFRONT RESIDENTIAL, 6TH AND GREENWICH OFFICE PARK ADDITIONS, (North of 13th, West of Greenwich).



(485-367/468-84520)

ORDINANCE NO. 48-267

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84520, TO SERVE FOLIAGE 4TH ADDITION, (North of 13th, West of Webb).

(485-349/468-84285)

ORDINANCE NO. 48-268

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84285, TO SERVE MESA VERDE ADDITION, (South of 37th Street North, East of Meridian).

(485-335/468-84302)

ORDINANCE NO. 48-269

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84302, TO SERVE MEADOWLAKE BEACH ADDITION, (West of Clifton, North of 63rd Street South).

(485-333/468-84318)

ORDINANCE NO. 48-270

n Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84318, TO SERVE MONARCH LANDING AND MONARCH LANDING 2ND ADDITION, (North of 21st, West of 159th Street East).

(485-334/468-84319)

ORDINANCE NO. 48-271

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84319, TO SERVE MONARCH LANDING ADDITION AND UNPLATTED COMMERCIAL TRACT 2, (North of 21st, West of 159th Street East).

(485-345/468-84395)

ORDINANCE NO. 48-272

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84395, TO SERVE STONEBRIDGE 2ND ADDITION, (North of 13th, West of 159th Street East).

(485-348/468-84446)

ORDINANCE NO. 48-273

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Storm Water Drain/Sewer No. 468-84446, TO SERVE MEADOWLAKE BEACH ADDITION, (West of Clifton, North of 63rd Street South).

(490-144/472-83868)

ORDINANCE NO. 48-274

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of 55th St. South, West of Hydraulic).

(490-185/472-84052)

ORDINANCE NO. 48-275

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of Central, East of Ridge).

(490-203/472-84231)

ORDINANCE NO. 48-276

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of 21st. St., East of Greenwich).

(490-204/472-84234)

ORDINANCE NO. 48-277

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of 21st. St., East of Greenwich).

(490-141/472-84286)

ORDINANCE NO. 48-278

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of Maple, West of Maize).

(490-087/472-84300)

ORDINANCE NO. 48-279

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of Kellogg, East of Greenwich).

(490-111/472-84406)

ORDINANCE NO. 48-280

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of Central, West of 127th St. East).

(490-126/472-84438)

ORDINANCE NO. 48-281

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (From 63rd St. S. to 1,350' S. of 63rd St. S.).

(490-198/472-84447)

ORDINANCE NO. 48-282

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of Pawnee, West of 119th St. West).

(490-170/472-84459)

ORDINANCE NO. 48-283

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of 13th St. North, West of 135th St. West).

(490-143/472-84465)

ORDINANCE NO. 48-284

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of 53rd St. North, West of Meridian).

(490-186/472-84496)

ORDINANCE NO. 48-285

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of 37th St. North, East of Tyler).

(490-153/472-84502)

ORDINANCE NO. 48-286

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of Kellogg, West of 159th St. East).

(490-154/472-84527)

ORDINANCE NO. 48-287

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of 47th St. South, West of Meridian).

(490-156/472-84535)

ORDINANCE NO. 48-288

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (East Greenwich, South of Harry).

(491-023/472-84563)

ORDINANCE NO. 48-289

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of Harry, East of Broadway).

(490-179/472-84576)

ORDINANCE NO. 48-290

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of Kellogg, West of Greenwich).

(490-192/472-84603)

ORDINANCE NO. 48-291

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of 26th St. North, West of Hillside).

(490-209/472-84627)

ORDINANCE NO. 48-292

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of 13th, West of Greenwich).

(490-200/472-84630)

ORDINANCE NO. 48-293

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (East of Rock, North of 45th St. North).

(490-202/472-84640)

ORDINANCE NO. 48-294

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (South of 21st, East of Greenwich).

(490-208/472-84645)

ORDINANCE NO. 48-295

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of 13th, East of Webb).

(491-029/472-84724)

ORDINANCE NO. 48-296

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , (North of Douglas, East of Hydraulic).

**Second Reading Ordinances for April 7, 2009 (First read March 24, 2009)**

ZON2009-00001 – City zone change from OW Office Warehouse (“OW”) to B Multi-family Residential (“B”) generally located south side of Pawnee Avenue and east of Rock Road.  
(District II)

ORDINANCE NO. 48-304

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2009-02 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located west of Hoover Road and south of Central, 625 North Hoover. (District IV)

ORDINANCE NO. 48-305

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2009-00003 Associated with CUP2009-00001 – Request City zone change from B Multi-family Residential to LC Limited Commercial, and creation of DP-319 Providence Square Community Unit Plan, generally located north of 13th Street North and west of Oliver Avenue.  
(District I)

ORDINANCE NO. 48-306

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

SUB 2008-88 - Plat of Summit Crossing Addition located on the southwest corner of 127th Street East and 21st Street North. (District II)

ORDINANCE NO. 48-307

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2008-97 - Plat of Ridge 400 Addition located on the east side of Mid-Continent Road and south of Maple. (District V)

ORDINANCE NO. 48-308

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

A09-04 Request by Chris Dugan, C.D. Land Company, LLC, to annex lands generally located at the southwest corner of 29th Street North and 119th Street West. (District V)

ORDINANCE NO. 48-309

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A09-04)